

TERMS AND CONDITIONS OF THE TOKEN SALE AND TOKEN SALE AGREEMENT  
Last updated \_\_ of January 2024

THESE TERMS AND CONDITIONS AND TOKEN SALE AGREEMENT (AS DEFINED BELOW) HAVE NOT BEEN REVIEWED OR APPROVED BY ANY COMPETENT AUTHORITY IN SWITZERLAND, ANY MEMBER STATE OF THE EUROPEAN UNION AND/OR ANY OTHER SUPERVISORY/REGULATORY AUTHORITY.

THE CAMINO NETWORK FOUNDATION IS NOT AN ENTITY REGULATED BY ANY COMPETENT AUTHORITY IN SWITZERLAND, ANY MEMBER STATE OF THE EUROPEAN UNION AND/OR ANY OTHER SUPERVISORY/REGULATORY AUTHORITY.

THESE TERMS AND CONDITIONS AND TOKEN SALE AGREEMENT (AS DEFINED BELOW) ARE NOT AVAILABLE TO ANYONE RESIDING OR OTHERWISE ESTABLISHED IN A JURISDICTION WHERE SIMILAR TOKENS (AS DEFINED BELOW) AND/OR THEIR USE CONTRAVENES APPLICABLE LAWS AND WHERE SIMILAR TOKENS ARE DEEMED TO BE SECURITIES OR FINANCIAL INSTRUMENTS.

NOTHING IN THESE TERMS AND CONDITIONS AND THE TOKEN SALE AGREEMENT SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY KIND, AN INVESTMENT OR INVESTMENT ADVICE SOLICITATION, OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION.

## SECTION I.- TERMS AND CONDITIONS OF THE TOKEN SALE

These terms and conditions (the "**Terms and Conditions**") governing the application through <https://wallet-wizard.camino.network/> for the sale and purchase of Camino (also referred to as "**CAM**") tokens (the "**Tokens**") are entered into by and between Camino Network Foundation ("we", "our" or "us"), located in Zug, Switzerland, and you ("you" or "your") as an applicant for the sale and purchase of the Tokens and a Buyer of the Tokens (the "**Token Sale**").

These Terms and Conditions apply to your participation in the Token Sale application at <https://wallet-wizard.camino.network> (the "**Application**") and, in addition to any other terms and conditions of the Token Sale, describe the requirements for using the Application for the Token Sale and the Token Sale.

YOUR PARTICIPATION IN THE TOKEN SALE IS ENTIRELY VOLUNTARY, BUT IF YOU DO PARTICIPATE IN THE TOKEN SALE, YOU MUST STRICTLY ABIDE BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING:

- a. You agree that your use of the Application and the Token Sale is at your own risk, without any representations or warranties, and that you adequately understand the risks associated with using the Application and participating in the Token Sale.
- b. To resolve any disputes, you may have with us under Section 18 of these Terms and Conditions.
- c. Allow us to disclaim any liability to you in connection with your use of the Application and the Token Sale to the fullest extent permitted by law, and where we are not permitted by law to disclaim liability, allow us to substantially limit the type and amount of remedies you may seek from us in any legal proceeding.

IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE APPLICATION OR PURCHASE THE TOKENS.

If you have any questions regarding these Terms and Conditions, please contact us at [hello@camino.network](mailto:hello@camino.network) before clicking to accept them.

No third party has been authorized by The Camino Network Foundation to issue any supplemental information or advertisements regarding the contents of these Terms and Conditions, the Application and the Token Sale, and if issued, given or made, such shall not be relied upon and the Camino Network Foundation shall not be responsible therefore.

### PRELIMINARY DILIGENCE

Please visit the Website and read the White Paper yourself. The Website and the White Paper provide a non-binding description of the Token Sale offered by the Camino Network Foundation.

Except as otherwise provided herein, these Terms and Conditions apply only to your purchase of Tokens from the Camino Network Foundation during the Token Sale. Your use of the Tokens will be governed primarily by other applicable terms and policies, which currently include the Terms of Use, the Privacy and Cookie Policy and the Camino Wallet Policy (collectively and as each may be amended and updated from time to time, the "**Terms of Service**"). The Camino Network Foundation may, in its sole discretion, add new terms or policies to the Terms of Service and may update the Terms of Service from time to time.

PLEASE SEE OUR PRIVACY AND COOKIE POLICY AND OUR CAMINO WALLET POLICY ON OUR WEBSITE FOR MORE INFORMATION ABOUT HOW TO USE YOUR CAMINO WALLET AND HOW WE COLLECT, USE AND SHARE YOUR INFORMATION.

## 1.- Definitions

The terms defined in this section whenever used in these Terms and Conditions shall have the respective meanings indicated below, both in singular and plural:

- (i) **“Accepted Cryptocurrencies”** shall mean cryptocurrencies accepted by the Camino Network Foundation for the Token Sale which are USDC, USDT, BTC, ETH.
- (ii) **“Accepted Fiat Currencies”** shall mean currencies accepted by the Camino Network Foundation for the Token Sale which are Swiss Francs (CHF); Euro (EUR), British Pounds Sterling (GBP) and/or United States Dollars (USD).
- (iii) **“AMLA”** shall mean the Swiss Anti-Money Laundering Act and the related ordinances.
- (iv) **“Application”** means the wallet wizard platform as available on the website of the Camino Foundation Network.
- (v) **“Blockchain”** shall mean the Camino Network developed by the Camino Network Foundation. The first blockchain-based ecosystem connecting travel businesses and developers to create innovative solutions for the travel industry.
- (vi) **“Buyer”** means any person who registered on the Application and participates in the Token Sale.
- (vii) **“Camino Network Foundation Personnel”** means the Camino Network Foundation’s respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parents’ companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.
- (viii) **“Camino Wallet”** means your wallet created within the Camino Network.
- (ix) **“KYC/KYB/AML”** means Know Your Customer, Know Your Business and Anti-Money Laundering.
- (x) **“Order”** means an order to purchase the Tokens as placed by a user through the Application.
- (xi) **“Privacy and Cookie Policy”** means the policy available on our Website.
- (xii) **“Purchase”** means the effective receipt of Tokens by a user upon execution of an Order.
- (xiii) **“Terms and Conditions of the Camino Wallet”** means the Terms and Conditions available on our Website.
- (xiv) **“Token Sale Agreement”** means the sale and purchase agreement between you and the Camino Network Foundation as defined in Section II below.
- (xv) **“Website”** means the website of the Camino Network Foundation.
- (xvi) **“White Paper”** means the white paper describing the Project and the Tokens, as available on our Website.

## **2.- Tokens Specifications**

- 2.1. These Terms and Conditions do not purport to be exhaustive concerning the Tokens.
- 2.2. However, by purchasing the Token, you acknowledge that you understand to your satisfaction and have no objection to the procedures and material specifications outlined in these Terms and Conditions.

IF YOU DO NOT UNDERSTAND ANY OF THE CONCEPTS SET OUT IN THESE TERMS AND CONDITIONS, PLEASE CONTACT US AT [HELLO@CAMINO.NETWORK](mailto:HELLO@CAMINO.NETWORK) BEFORE AGREEING TO THE TERMS AND CONDITIONS.

- 2.3. With respect to Tokens, you have duly acknowledged that
  - a. The Tokens do not grant any rights, uses, purposes, attributes, functionalities or features, express or implied, outside of these Terms and Conditions.
  - b. You should not purchase Tokens for investment purposes. The Tokens are not intended for investment purposes and should not be considered a form of investment. You acknowledge, understand and agree that you should not expect that the Tokens will be listed for trading on any exchange and that there is no guarantee, representation or warranty by the Camino Network Foundation that the Tokens will be listed for trading on any exchange.

You specifically understand and accept that the Tokens do not represent, constitute or confer any security, title or interest:

- any security, property right or interest, share, equity, participation right, bond, debt instrument, unit in a collective investment scheme, structured product, derivative or other financial instrument or investment or investment carrying equivalent or comparable rights. Tokens are not intended for investment purposes.
- Any right to receive future income, shares, intellectual property rights, or any other form of participation or right, whether managerial or economic, from, in, or relating to The Camino Network Foundation and its corporate affiliates, other than the ability to use the Tokens in accordance with these Terms and Conditions.

- 2.4. These Terms and Conditions are not intended to be (and should not be relied upon as) investment or legal advice with respect to your decision to purchase Tokens, and should not be relied upon as complete information with respect to such decision.

## **3.- Eligibility**

- 3.1. Tokens may be offered for sale in Switzerland and other jurisdictions, provided that such sale is not subject to specific restrictions under applicable law and complies with the requirements of such applicable law.
- 3.2. These Terms and Conditions may not be communicated, used for or in connection with any offer to, or solicitation of, any person in any jurisdiction or under any circumstances where such offer or solicitation is not authorized or is unlawful.

IF YOU ARE UNSURE OF YOUR STATUS, YOU SHOULD SEEK THE ADVICE OF QUALIFIED LEGAL COUNSEL IN THE JURISDICTION OF YOUR CITIZENSHIP. FAILURE TO DO SO MAY RESULT IN REGULATORY, CRIMINAL OR FRAUD ENFORCEMENT ACTIONS AGAINST YOU AS A RESULT OF YOUR PARTICIPATION IN THE TOKEN SALE.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU COMPLY WITH THE RESTRICTIONS SET FORTH IN THESE TERMS AND CONDITIONS REGARDING RESTRICTED JURISDICTIONS.

3.3. The Token Sale is expressly not directed at:

- a. Citizens of, or residents in or located in, or incorporated or otherwise:
  - listed on any of the following lists (each a “**Sanctions List**”): the Consolidated United Nations Security Council Sanctions List; the Specially Designated Nationals and Blocked Persons List or the Sectoral Sanctions Identification List maintained by the US Office of Foreign Assets Control (OFAC); the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures given Russia's actions destabilizing the situation in Ukraine, maintained by the UK Treasury; the Overall List of Sanctioned Individuals, Entities and Organizations maintained by the Swiss State Secretariat for Economic Affairs (SECO); Ordinance lists of the Swiss Federal Council; or any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority (as defined below);
  - owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List;
  - located in, resident in or incorporated under the laws of (as applicable) Syria, Iran, Cuba, Crimea or North Korea, or any other country or territory which, after the Effective Date, becomes the target of such comprehensive, country-wide or territory-wide Sanctions (as defined below) as currently apply to the aforementioned territories; or
  - the target of any sanctions laws, regulations, embargoes or restrictive measures (Sanctions), as amended from time to time, administered, enacted or enforced by: the United Nations, the United States, the European Union or any Member State thereof, the United Kingdom, Switzerland or the respective Governmental Authorities and agencies of any of the foregoing responsible for administering, enacting or enforcing Sanctions, including without limitation, OFAC, the US Department of State, the United Kingdom Treasury or the SECO (Sanctions Authority).
- b. Any person or entity residing or otherwise located in any jurisdiction where Tokens are considered securities and/or where the sale would require the Camino Network Foundation to comply with financial regulations, including any filings and authorizations required thereby (e.g., the United States of America).
- c. Any person acting, directly or indirectly, for a senior foreign political figure, a member of the immediate family of a senior foreign political figure, or a close associate of a senior foreign political figure, unless the Camino Network Foundation, after being specifically notified in writing by the user that it is such a person, conducts further due diligence and determines that the purchase is permissible.
- d. Any entity acting as a trustee, agent, representative or nominee for a person, who is not eligible under these Terms and Conditions or a foreign shell bank.
- e. Any person who makes any representation or warranty in the Terms and Conditions that is not true when made or has ceased to be true.

- f. Any person whose circumstances are such that, in the opinion of the directors of the Camino Network Foundation, their continued ownership of Tokens would create an unreasonable risk of adverse tax or other consequences to the Camino Network Foundation. Such circumstances include those affecting the Buyer directly or indirectly, whether alone or in conjunction with another person or persons, whether related or not, or any other circumstances that the directors deem relevant.
- 3.4. Persons who are not eligible under these Terms and Conditions and who participate in the Token Sale by providing false or inaccurate information regarding their citizenship, residence and/or nationality shall be in breach of these Terms and Conditions and shall indemnify the Camino Network Foundation for any damages and/or losses suffered as a result of such breach.

#### **4.- Procedure**

- 4.1. The Application allows you to create a Camino Wallet through which you can purchase, store and use the Tokens.
- 4.2. To create the Camino Wallet and participate in the Token Sale, you will be required to provide the information for AML/KYC/KYB checks. Once the AML/KYC/KYB checks have been completed, you will be able to place an Order using Accepted Fiat Currencies, Accepted Cryptocurrencies or wire transfers.
- 4.3. Once the Order is executed, the Tokens will be credited to your Camino Wallet. Tokens are non-redeemable and non-refundable digital currency tokens held in custody by you in your individual Camino Wallet on the Camino Network.

ANY PURCHASE IS FINAL, AND THERE ARE NO REFUNDS OR CANCELLATIONS EXCEPT MAY BE REQUIRED BY APPLICABLE LAW OR REGULATION.

- 4.4. The Camino Network Foundation is under no obligation to accept your Order and, in particular, no Order will be accepted by the Camino Network Foundation:
- a. If you are not an eligible Buyer pursuant to Section 3 above of these Terms and Conditions.
  - b. If the Camino Network Foundation has not received your payment within ten (10) business days in accordance with the Tokens Sale Agreement.
  - c. If The Camino Network Foundation suspects that the order or payment system has been compromised during or after the online order or payment process.

#### **5.- Acknowledgement and Assumption of Risks**

YOU SHOULD READ THIS SECTION CAREFULLY; HOWEVER, IT DOES NOT EXPLAIN ALL OF THE RISKS THAT MAY ARISE, OR HOW SUCH RISKS RELATE TO YOUR CIRCUMSTANCES.

IT IS IMPORTANT THAT YOU FULLY UNDERSTAND THE RISKS INVOLVED BEFORE MAKING A DECISION TO PARTICIPATE IN THE TOKEN SALE.

##### **5.1. Regulatory risk**

You are aware that new or changing laws and regulations or interpretations of existing laws and regulations in various jurisdictions may materially and adversely affect the value and/or functionality of the Tokens or other parameters related thereto (e.g., liquidity, marketplaces, rights, transferability). Such regulatory developments could adversely affect the Tokens, in particular by determining that they

are regulated financial instruments requiring registration and that their use is unlawful or subject to conditions that make it commercially undesirable to continue to operate the Camino Network.

The industry is new and may be subject to increased oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not investigate and/or take enforcement action against the Camino Network Foundation. Such governmental activities may or may not specifically target the Camino Network Foundation. Any of the foregoing could subject the Camino Network Foundation to judgments, settlements, fines or penalties, or cause the Camino Network Foundation to restructure its operations and activities or cease offering certain products or services, all of which could harm its reputation or result in higher operating costs, which in turn could have a material adverse effect on the Tokens.

The tax characterization of the Tokens is uncertain. You must obtain tax advice in connection with the Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

## 5.2. Blockchain ecosystem risk

The growth of the blockchain industry is subject to a high degree of uncertainty. Factors affecting the further development of the cryptocurrency industry and blockchain networks include, but are not limited to:

- a. Global growth in the adoption and use of tokens and other blockchain technologies;
- b. Governmental and quasi-governmental regulation of tokens and their use, or restrictions or regulation of access to and operation of blockchain networks or similar systems;
- c. The maintenance and development of the open-source software protocol of blockchains;
- d. Changes in consumer demographics and public tastes and preferences;
- e. The availability and popularity of other forms or methods of buying and selling goods and services or trading assets, including new means of using fiat currencies or existing networks;
- f. General economic conditions and the regulatory environment relating to tokens;
- g. A decline in the popularity or acceptance of tokens would adversely affect our results of operations;
- h. A hack of the blockchain or a smart contract;
- i. Phishing websites could harm the reputation of blockchain projects;
- j. The slowing or stopping of the development, general acceptance, adoption and use of blockchain networks and tokens may deter or delay the acceptance and adoption of the Camino Network and the Tokens;
- k. Prices of blockchain assets are extremely volatile. Fluctuations in the price of the Tokens could materially and adversely affect the Camino Network, and the Tokens may also be subject to significant price volatility; and
- l. The price of the Tokens has historically been subject to dramatic fluctuations and is highly volatile, and the market price of the Tokens may also be highly volatile.

## 5.3. Blockchain technology risk

### Blockchain itself

Because the Tokens are based on a Blockchain, any malfunction, failure or abandonment of such protocol could have a material adverse effect on the Tokens.

Advances in cryptography or technological advances, such as the development of quantum computing, could pose risks to the Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Blockchain.

Any blockchain is prone to periodic congestion during which transactions may be delayed or lost.

## Source Code

The source code underlying the Blockchain and the Tokens may contain errors, bugs, defects or inconsistencies that could affect the predictability, usability, functionality, stability and security of thereof.

The Camino Network Foundation will attempt to perform quality assurance and audit procedures to ensure that the source code accurately reflects the intended functionality, but there can be no guarantee that all errors will be detected or that the source code will be error-free.

In addition, source code modifications or upgrades may result in unexpected or unintended consequences that may adversely affect the Blockchain or the Tokens. Source code modifications that constitute updates may be required in connection with the development of the Tokens, and your failure to participate in such updates may result in the loss of functionality of the Tokens.

## Hacking and security vulnerability

The Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, sybil attacks and spoofing. In addition, there is a risk that the Tokens may contain intentional or unintentional bugs or vulnerabilities that could adversely affect the Tokens or result in the loss of your Tokens or your ability to access or control your Tokens. In the event of any such software bug or vulnerability, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

## Uninsured Losses

Unlike bank accounts or accounts with some other financial institutions, the Tokens are uninsured unless you specifically purchase private insurance to cover them. Therefore, in the event of loss or diminution of their functionality or value, there is no public insurer or private insurance arranged by us to provide recourse to you.

IN ADDITION TO THE RISKS DESCRIBED ABOVE, THERE ARE OTHER RISKS ASSOCIATED WITH YOUR PURCHASE, POSSESSION AND USE OF THE TOKENS, INCLUDING RISKS THAT THE CAMINO NETWORK FOUNDATION CANNOT ANTICIPATE. THESE RISKS MAY ALSO MANIFEST THEMSELVES AS UNANTICIPATED VARIATIONS OR COMBINATIONS OF THE RISKS DISCUSSED IN THESE TERMS AND CONDITIONS.

## **6.- Representation and Warranties**

### 6.1. By the Buyer

6.1.1. You hereby represent and warrant that each of the following statements is true and accurate and all of the information you provided was and shall remain true and complete:

- a. If you are using on behalf of a legal entity, such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and you are duly authorized by such legal entity to act on its behalf.
- b. You are of legal age to form a binding contract (at least 18 years old in most jurisdictions).
- c. You have the right, full power and authority to enter into these Terms and Conditions to exercise your rights and perform your obligations under these Terms and Conditions and in doing so will not violate any other agreement to which you are a Party nor any laws.



- d. These Terms and Conditions constitute a legal, valid and binding obligation on you which are enforceable against you by their terms.
- e. No consent, authorization, license or approval of or notice to any governmental authority nor your shareholders, partners, members, other record or beneficial owners or any relevant person (as applicable) is required to authorize the execution, delivery, validity, enforceability or admissibility in evidence of the performance by you of your obligations under these Terms and Conditions.
- f. You are an eligible Buyer as such term is defined under Section 3 of these Terms and Conditions, and so is any person having a direct or indirect beneficial interest in you or the Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of the Tokens.
- g. Acceptance of these Terms and Conditions and the Token Sale will not violate, conflict with or constitute a material default under any of the following
  - any law, regulation or rule applicable to Buyer;
  - any provision of the Buyer's articles of incorporation or organizational documents (in the case of a legal entity, including, without limitation, any corporation or partnership);
  - any provision of any judgment, decree or order imposed upon Buyer by any court or governmental or regulatory authority; and/or
  - any material agreement, covenant, duty or obligation to which Buyer is a party or by which Buyer is bound.
- h. You understand that the Tokens do not confer any rights whatsoever with respect to the Camino Network Foundation, including, but not limited to, any dividend, voting, distribution, redemption, liquidation, ownership (including all forms of intellectual property), or other financial or legal rights, that you have understood the specifications as set forth in Section 2 of these Terms and Conditions, and that you waive any right to receive any additional documentation or information sheet regarding the Tokens.
- i. You acknowledge and agree that you are not purchasing the Tokens for investment, speculation, arbitrage, immediate resale or any other financial purpose.
- j. You have sufficient knowledge and experience in business matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of your purchase of the Tokens, including but not limited to the matters set forth in these Terms, and to bear the risks thereof, including loss of any amounts paid, and liability to the Camino Network Foundation and others, including, but not limited to, the matters set forth in these Terms, and to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to the Camino Network Foundation and others for its acts and omissions, including, without limitation, those constituting a breach of these Terms and Conditions, negligence, fraud, or willful misconduct.
- k. You have obtained sufficient information about the Camino Network Foundation, the Application and the Tokens to make an informed decision to use the Application and purchase as well as use the Tokens.
- l. You have researched the laws and regulations applicable to your situation in connection with your use of the Application and purchase of Tokens.

- m. You have consulted with any professional you deemed necessary to enhance your knowledge of the Tokens, the Application and the applicable laws and regulations, such as a legal, tax or investment advisor or accountant.
- n. You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, ownership, or transfer of the Tokens.
- o. You will not use the Tokens to facilitate any criminal or illegal activity, without limitation, money laundering and financing terrorism.
- p. You acknowledge and agree to the disclaimers and limitation of liability set forth in these Terms and Conditions.
- q. You understand, acknowledge, and assume the risks associated with the purchase, ownership, and use of the Tokens, as described and disclosed in Section 5 of these Terms and Conditions, including the risks of relying on a payment solution operated by an early-stage blockchain startup business, and acknowledge that these risks are substantial and that you are capable of bearing such risks.
- r. You represent and warrant that you do not intend to purchase Tokens for an amount that represents a significant or substantial portion of your assets or net worth, and that you are willing to accept the risk of loss, including total loss, associated with the Tokens.
- s. The Accepted Fiat Currencies and/or the Accepted Cryptocurrencies that you use to purchase the Tokens are not derived from or related to any unlawful activity, including, without limitation, money laundering or terrorist financing under the AMLA or any other applicable anti-money laundering regulations, and you will not use the Tokens to finance, engage in or otherwise support any unlawful activity.
- t. You will promptly provide The Camino Network Foundation, upon request, information and documents that the Camino Network Foundation, in its sole discretion, deems necessary or appropriate to comply with any federal, state, local, domestic or foreign law, regulation or policy, including any KYC/AML requirements and policies, or legal process. Such information or documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs, government identification cards or affidavits, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized articles of incorporation, and we may retain a copy of such information and disclose such information and documents to comply with any applicable law, regulation, rule or agreement.
- u. You will provide only current, accurate, complete and reliable information to Camino Network Foundation, including, without limitation, during KYC/AML reviews, and you will promptly notify the Camino Network Foundation of any changes to such information.
- v. You agree not to allow anyone to use your Camino Wallet or share your user credentials with anyone to facilitate their unauthorized access to the Tokens. If you share your user credentials with anyone, we will consider their activities to have been authorized by you. You are solely responsible for all acts or omissions that occur through the use of your credentials. We reserve the right to suspend or terminate your access to the Camino Wallet and/or your use of Tokens upon suspicion of any unauthorized access or use, or attempted access or use, by anyone associated with your credentials.

6.1.2. THE BUYER IS FULLY LIABLE FOR ANY POSSIBLE MISREPRESENTATIONS.

6.2. By the Camino Network Foundation

6.2.1. THE CAMINO NETWORK FOUNDATION WEBSITE, INCLUDING THE APPLICATION, AND ANY CAMINO NETWORK FOUNDATION MATERIALS THAT YOU MAY ACCESS IN CONNECTION WITH THE TOKEN SALE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND. THE CAMINO NETWORK FOUNDATION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THESE TERMS AND CONDITIONS, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE CAMINO NETWORK FOUNDATION MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE GRANT PROGRAM, THE CAMINO NETWORK FOUNDATION WEBSITES, OR THE CAMINO NETWORK FOUNDATION MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED; (II) YOUR PROJECT WILL BE COMPATIBLE WITH CURRENT OR FUTURE VERSIONS OF THE CAMINO NETWORK FOUNDATION'S PRODUCTS OR SERVICES; OR (III) YOU WILL PROFIT OR RECEIVE ANY ECONOMIC BENEFIT FROM YOUR PARTICIPATION IN THE TOKEN SALE.

6.2.2. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION AND THE TOKEN SALE CONDUCTED ON YOUR BEHALF SHALL REMAIN SOLELY WITH YOU.

6.2.3. THE CAMINO NETWORK FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE TOKENS OR THEIR UTILITY OR THE ABILITY OF ANY PERSON TO PURCHASE OR USE THE TOKENS. WITHOUT LIMITING THE FOREGOING, THE CAMINO NETWORK FOUNDATION DOES NOT REPRESENT OR WARRANT THAT THE PROCESS OF PURCHASING THE TOKENS OR RECEIVING THE TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE TOKENS WILL BE RELIABLE AND ERROR-FREE.

## **7.- Intellectual Property**

You acknowledge and agree that the Camino Network Foundation owns all rights, title and interest in and to the Camino Network Foundation materials and the Camino Network Foundation's products and services (including the Camino Network Foundation website and its trademarks, including all related intellectual property rights). You may not use any of Camino Network Foundation's intellectual property rights for any reason without the prior written consent of Camino Network Foundation.

## **8.- KYC/KYB/AML**

8.1. You accept that you will only be able to register on the Application and participate in the Token Sale if you have successfully passed our KYC/KYB/AML process. If you fail to pass the appropriate KYC/KYB/AML screening, your order will be canceled and you will not receive your Tokens.

8.2. We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with the sale of Tokens to you. You agree to provide us with such information promptly upon request.

- 8.3. The sale of Tokens may be prohibited from time to time in certain jurisdictions and it is your sole responsibility as a buyer to determine whether the purchase of such digital tokens is permitted in the jurisdictions in which you reside or do business. However, if you are a resident of, otherwise domiciled in, and/or doing business in any jurisdiction on the Sanctioned List, you will fail the KYC/AML checks.

PLEASE REFER TO OUR PRIVACY AND COOKIE POLICY ON OUR WEBSITE FOR INFORMATION ABOUT HOW WE COLLECT, USE, AND SHARE YOUR INFORMATION.

## **9.- Taxes**

- 9.1. You are solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that may be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the Token Sale. The Camino Network Foundation does not provide tax advice and is not responsible for determining the tax consequences associated with the Token Sale.
- 9.2. The Camino Network Foundation makes no representation as to the tax implications of any jurisdiction. You shall be solely responsible for any and all penalties, claims, fines, levies, liabilities or otherwise arising from the underpayment, improper payment or late payment of any applicable tax.
- 9.3. All fees and charges payable by you to The Camino Network Foundation are exclusive of any taxes, and if certain taxes are applicable, they will be added to the applicable amount. Upon our request, you will provide us with all information reasonably requested by us to determine whether we are required to collect any sales tax from you, including your sales tax identification number. If any deduction or withholding is required by law, you will notify us and pay us any additional amounts necessary to ensure that the net amount we receive, after any deduction or withholding, is the amount we would have received if no deduction or withholding had been required. In addition, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the appropriate taxing authority.

## **10.- Security**

You are responsible for implementing all measures to secure your Camino Wallet, vault, or other storage mechanism that you use to receive and store Tokens purchased from the Camino Network Foundation, including any necessary private key(s) or other credentials required to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. Under no circumstances will the Camino Network Foundation be responsible for any losses, costs or expenses related to lost access credentials.

PLEASE REFER TO OUR CAMINO WALLET POLICY ON OUR WEBSITE FOR INFORMATION ON HOW TO USE THE CAMINO WALLET.

## **11.- Indemnification**

- 11.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Camino Network Foundation and the Camino Network Foundation Personnel and assigns from and against any and all actual and threatened claims, suits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interest, fees, losses, expenses and costs (including, without limitation, court costs, settlement costs and the costs of pursuing indemnification and insurance) of every kind and nature, liabilities, obligations, judgments, damages, penalties, interest, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, settlement costs, and costs of pursuing indemnification and insurance) of every kind and nature, whether asserted by

Camino Network Foundation Personnel or third parties, including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or in equity, whether in tort, contract, or otherwise, arising out of or relating to (i) your purchase or use of the Tokens in violation of these Terms and Conditions or any other applicable Terms and Conditions, (ii) your responsibilities or obligations under these Terms and Conditions, (iii) your breach of these Terms and Conditions or any other applicable Terms and Conditions, (iv) any inaccuracy in any representation or warranty of the Buyer; and/or (v) any act or omission of the Buyer that is negligent, unlawful or constitutes willful misconduct. For the avoidance of doubt, nothing contained herein shall limit or restrict the right of Camino Network Foundation Personnel to maintain or recover any amounts in connection with any action or claim based upon intentional misrepresentation, fraudulent misrepresentation, gross negligence or deceit.

- 11.2. The Camino Network Foundation reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not instead of, any other indemnities outlined in a written agreement between you and the Camino Network Foundation.

## **12.- Limitation of liability**

- 12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT SHALL THE CAMINO NETWORK FOUNDATION OR ANY OF THE CAMINO NETWORK FOUNDATION'S PERSONNEL OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION IN VALUE, LOSS OF USE OR DATA, LOSS OR DIMINUTION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TOKEN SALE OR USE OF THE APPLICATION OR THE TOKENS OR OTHERWISE IN CONNECTION WITH THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OR NATURE THEREOF, OR THE LIKE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TOKEN SALE OR THE USE OF THE APPLICATION OR THE TOKENS OR OTHERWISE IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE CAMINO NETWORK FOUNDATION AND THE CAMINO NETWORK FOUNDATION PERSONNEL OR SERVICE PROVIDERS (COLLECTIVELY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE USE OF OR INABILITY TO USE THE APPLICATIONS AND/OR THE TOKEN OR TO PARTICIPATE IN THE TOKEN SALE, EXCEED THE AMOUNT PAID BY YOU TO US FOR THE TOKEN.
- 12.2. THE LIMITATIONS SET FORTH IN THIS SECTION DO NOT LIMIT OR EXCLUDE CAMINO NETWORK FOUNDATION'S LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT.

### **13.- Release**

- 13.1. You agree to release, indemnify, defend and hold harmless the Camino Network Foundation and the Camino Foundation's Personnel, including advertising and promotion agencies and their successors and assigns, and any other organizations associated with the Token Sale from and against any and all claims, injuries, damages, expenses or losses to persons or property and/or liabilities of any kind arising in any way out of participation in the Token Sale.
- 13.2. YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW THAT WOULD OTHERWISE LIMIT THE SCOPE OF THIS RELEASE TO ONLY THOSE CLAIMS THAT YOU KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME YOU AGREE TO THIS RELEASE.

### **14.- Disclaimer**

THE CONTENT OF THE APPLICATION, THE WEBSITE, INCLUDING BLOG, SOCIAL MEDIA (TWITTER, FACEBOOK, ETC.) AND ANY PRESS RELEASE OR ARTICLE OR PUBLIC STATEMENTS MADE BY THE CAMINO NETWORK FOUNDATION, ARE NONBINDING AND ARE SUBJECT TO CHANGE AT ITS SOLE DISCRETION. THEY ARE NOT PART OF THESE TERMS AND CONDITIONS AND MUST NOT BE HELD AS MODIFYING OR AMENDING THEM IN ANY WAY.

THE CAMINO NETWORK EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM (I) RELIANCE ON ANY INFORMATION CONTAINED ON THE WEBSITE, INCLUDING BLOG, SOCIAL MEDIA (TWITTER, FACEBOOK, ETC.) AND ANY PRESS RELEASE, ARTICLE OR PUBLIC STATEMENTS MADE BY THE CAMINO NETWORK FOUNDATION (II) ANY ERROR, OMISSION, OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING FROM SUCH INFORMATION.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE PROVIDED BY US IN WRITING, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE TOKENS (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS WILL BE RELIABLE, CURRENT, ERROR-FREE OR DEFECT-FREE, THAT THEY WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR THE TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND THAT TOKENS AND DISTRIBUTED LEDGER TECHNOLOGY ARE NEW AND UNTESTED TECHNOLOGIES BEYOND OUR CONTROL AND THAT ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS AND CONDITIONS.

TRANSACTIONS USING DISTRIBUTED LEDGER TECHNOLOGY, SUCH AS THE TOKEN SALE, ARE SUBJECT TO A VARIETY OF POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, DISTRIBUTED LEDGER FAILURE OF ANY KIND, USER FAILURE, COIN THEFT AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, COINS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPE OF FAILURE, THEFT OR HACKING.

## **15.- Notices**

- 15.1. We may provide any notice to you under these Terms and Conditions by posting a notice on the Camino Network Foundation websites or by sending an email to the email address provided during the Token Sale. Notices provided by posting on the Camino Network Foundation website will be effective upon posting. You will be deemed to have received any email sent to the email address then associated with your account when Camino Network Foundation sends the email (or the next regular business day thereafter), whether or not you receive or read the email. You are responsible for keeping your email address current.
- 15.2. Buyer agrees and consents to receive all communications, agreements, documents, notices and disclosures that Camino Network Foundation may provide in connection with the Token Sale electronically. Buyer acknowledges and agrees that it shall not be entitled to receive any information from Camino Network Foundation in paper form.
- 15.3. Buyer acknowledges that such electronic communications may not be secure and may contain computer viruses or other defects, may not accurately replicate on other systems, or may be intercepted, deleted or disrupted without the knowledge of the sender or the intended recipient. The Camino Network Foundation makes no warranties with respect to these matters.
- 15.4. To give us notice under these Terms and Conditions, you must contact us by email at \_\_\_\_\_. We may update this email address for notices to us by posting a notice on the Camino Network Foundation website. Notices to us will be effective one business day after they are sent.
- 15.5. All communications and notices to be made or given under these Terms and Conditions must be in the English language.

## **16.- Privacy**

The personal information submitted by you in connection with your participation in the Token Sale will be used for the purposes described in these Terms and Conditions and will otherwise be handled by the Camino Network Foundation's Privacy and Cookie Policy, and you acknowledge and agree to such use.

PLEASE REFER TO OUR PRIVACY AND COOKIE POLICY FOR FURTHER INFORMATION.

## **17.- Miscellaneous**

- 17.1. The Parties are independent contractors. These Terms and Conditions are an agreement at arms' length between the Parties and do not constitute a partnership, association or joint venture under any applicable law. Consequently, the provisions of these Terms and Conditions shall not, under any circumstances, be interpreted as creating any such relationship between the Parties. Neither Party may bind the other in any manner whatsoever or in favor of anyone whomsoever.

- 17.2. The Camino Network Foundation may modify these Terms and Conditions at any time by, at its sole discretion, posting a revised version on the Website of the Camino Network Foundation, another channel the Camino Network Foundation makes available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if the Camino Network notifies you by email, as stated in the email. It is your responsibility to check the Website of the Camino Network Foundation and other channels regularly for modifications. Your continued use of the Tokens after any modification becomes effective constitutes your acceptance of the modification. Please contact us by email at [hello@camino.network](mailto:hello@camino.network) if you do not accept any modifications.
- 17.3. The failure of any of the Parties to avail itself or to enforce any of the provisions of these Terms and Conditions or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way to affect the validity of these Terms and Conditions. No waiver shall be effective unless expressly made in writing and signed by an authorized representative of the waiving Party.
- 17.4. You understand and agree that the Camino Network Foundation shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, change of legislation because tokens are new and not regulated, labor Disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 17.5. If any provision of these Terms and Conditions is held to be void, invalid or inoperative, the remaining provisions of these Terms and Conditions shall not be affected and shall continue to be in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
- 17.6. These Terms and Conditions or individual rights and obligations arising from it may only be assigned or transferred to third parties with the prior written consent of the other Party, save that Camino Network Foundation may freely assign any of its Intellectual Property Rights and any rights or obligations under these Terms and Conditions to any of its affiliates.
- 17.7. The headings used herein are inserted only as a matter of convenience and for reference only. They shall not affect the construction or interpretation of these Terms and Conditions.

## **18.- Applicable Law and Jurisdiction**

- 18.1. These Terms and Conditions shall be governed by and construed by the substantive laws of Switzerland without any reference to its conflict of law provisions. The provisions of the United Nation Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 18.2. Any disputes arising out of or in connection with these Terms and Conditions and contracts entered into thereunder shall be submitted to the sole and exclusive jurisdiction of the courts of the city of Zug.



## SECTION II.- TOKEN SALE AGREEMENT

This Token Purchase and Delivery Agreement (the “**Token Sale Agreement**”) is for the sale, purchase and delivery of certain Camino (also called “**CAM**”) tokens (the “**Tokens**”) at a certain price of the Camino Network Foundation.

This Token Sale Agreement is an agreement between you and the Camino Network Foundation, a Swiss foundation duly registered in the Swiss foundation register of Zug under number CHE-376.609.933 and having its registered office at Dammstrasse 16, 6300 Zug, Switzerland (the “**Token Sale**”).

References in this Agreement to the “Foundation”, “we”, “our” or “us” are to the Camino Network Foundation and references to the “Buyer”, “you” or “your” are to the person with whom the Camino Network Foundation enters into this Token Sale Agreement.

Hereinafter, the Foundation and you shall be collectively referred to as the “**Parties**” and individually as a “**Party**”.

By agreeing to acquire the Tokens, you hereby (i) covenant and agree that you have read, understood, and accept all of the terms and conditions contained in this Token Sale Agreement, including our Term of Services (as defined in our Terms and Condition of the Token Sale) and our Terms and Conditions of the Token Sale (all together, the “**Token Sale Documentation**”); and (ii) irrevocably authorise the sale and purchase transaction. Any Buyer who does not agree with this Token Sale Agreement and/or the Token Sale Documentation shall not acquire the Tokens.

Any other document (e.g., marketing materials, presentation under any format, etc.) is therefore, given for information purposes only and shall not constitute a contract document that commits the liability of the Foundation, which may therefore withdraw or modify such documents, without entitling the Buyer to any compensation.

PLEASE BE SURE TO READ THIS TOKEN SALE AGREEMENT CAREFULLY BEFORE PURCHASING AND USING THE TOKENS DESCRIBED HEREIN. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS TOKEN SALE AGREEMENT AND THAT YOU AGREE TO BE BOUND BY IT. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION, NOTE THAT THIS TOKEN SALE AGREEMENT CONTAINS A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS TOKEN SALE AGREEMENT, YOU ARE NOT AN AUTHORISED BUYER OF THE TOKENS.

### IMPORTANT NOTE

This Token Sale Agreement shall not and cannot be considered as an invitation to enter into an investment. It does not constitute or relate in any way nor should it be considered as an offering of securities in any jurisdiction. This Token Sale Agreement does not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision.

The offering of the Tokens is done to participate in the implementation and development of the Project (as defined below) and not for speculative purposes.

You should be aware that the risk of loss trading or holding digital assets can be substantial. As with any asset, the value of a digital asset can increase or decrease and there can be substantial risk that you lose money buying, selling, holding, or investing in digital assets.

You should consult your financial legal advisor, or legal or tax professional regarding your specific situation and financial condition, and carefully consider whether trading or holding digital assets is suitable for you.

## RECITALS

1. The Foundation is a Swiss foundation duly registered under number CHE-376.609.933 in the Swiss Foundation Registry of Zug having its registered office at Dammstrasse 16, 6300 Zug, Switzerland.
2. The Foundation is building a versatile travel industry blockchain, fueled by the Tokens, to expand current business models and to create new touristic products to delight travellers and business partners (hereinafter the "Project"). In connection with the Project, the Tokens have been issued by the Foundation. The blockchain platform on which the Tokens have been issued ("Platform"), has been launched on 11 May 2023. Tokens may include but not be limited to entitling the token holder to use them as a means of payment on the Platform and participate in rewards.
3. The Foundation will sell to the Buyer a certain number of Tokens at a certain price. The purchase price paid by Buyer to the Foundation will be exclusively dedicated to the implementation and development of the Project.
4. The Buyer has been or will be subject to satisfactory Know Your Customer ("KYC") and comply with all anti-money laundering and counter-terrorism financing requirements procedures under Swiss regulations.
5. Upon the Foundation's request, the Buyer agrees to provide the Foundation with all additional information that the Foundation deems necessary to comply with applicable laws.

THEREFORE, the Parties agree as follows:

### 1. Transfer and Acquisition of Tokens

Subject to the terms and conditions of this Token Sale Agreement, the Foundation hereby agrees to issue and transfer to the Buyer and the Buyer agrees to acquire from the Foundation an individual number of Tokens at the price of **CHF 0.15 per Token**. The Tokens shall be transferred to the Buyer within 10 business days (means a day on which banks are open for business in Switzerland) after the total purchase price has been paid (the "**Total Purchase Price**").

### 2.- Buyer qualification

Buyer acknowledges and agrees that it is required to meet certain requirements to participate in the Token Sale, including Buyer's residency and citizenship requirements, as well as compliance with this Token Sale Agreement. Buyer acknowledges and agrees that if the Foundation determines the Buyer does not meet the Foundation's requirements for buyers (as determined in the Terms and Conditions of the Token Sale), the Foundation may immediately and without notice rescind or terminate, as applicable, this Token Sale Agreement.

### 3. Purchase price; payment

Upon execution of this Token Sale Agreement, the Buyer will transfer the Total Purchase Price to the Foundation, in full within **ten (10) business days** of the date of the acceptance of this Token Sale Agreement. The payment of the Total Purchase Price entitles the Buyer to receive Tokens under the terms and conditions of this Token Sale Agreement.

The Total Purchase Price is net of any applicable VAT (or similar tax). The Foundation reserves the right to charge the Buyer with any applicable VAT (or similar tax) in addition to the Total Purchase Price, and the Buyer agrees to pay such VAT (or similar tax) together with the total purchase price to the Foundation.

Payment of the Total Purchase Price shall be made following the payment method selected during the Token Sale application under the Token Sale Terms and Conditions.<sup>3</sup>

#### 4. Delivery of Tokens

Subject to the Buyer having provided the Total Purchase Price as specified above and within 10 business days after the payment, the Foundation shall deliver and/or ensure that Tokens will be delivered to the Buyer by transferring them to the Buyer's wallet created during the Token Sale application through the Application.

If the Buyer has failed to pay the total purchase price as specified above on time, the Foundation shall be entitled to either terminate this Token Sale Agreement or deduct such number of Tokens from the Tokens that have an aggregate value corresponding to a late payment interest of 5% per annum of the payment for the time between the payment date as set out above and the actual receipt of the payment by the Foundation.

#### 4. Lock-up

The Buyer acknowledges and accepts that 100% of the Tokens to be acquired and delivered under this Token Sale Agreement shall be subject to lock-up restrictions to the effect that the Buyer cannot sell the Tokens for a while following the transfer of the Tokens to his wallet. The length of the lock-up period is determined at the discretion of the Foundation. Tokens will be linearly un-locked between 2.5 to 3.5 years after the deliverance of the tokens to the wallet of the Buyer.

#### 5. Lock-up Reward

The Buyer will be rewarded with additional Tokens in the amount of 3 % based on the number of Tokens delivered to the Buyer and for the total lock-up period of the Buyer under this Token Sale Agreement.

#### 6. Intellectual Property

Buyer acknowledges and agrees that Foundation retains all rights, titles, and interests in all of the Foundation's intellectual property contained in the Tokens, including, without limitation, inventions, ideas, concepts, codes, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. The Buyer agrees not to use, reverse engineer, modify, or alter any of the Foundation's intellectual property for any reason without the Foundation's prior written consent.

#### 7. Exclusion of Representations and Warranties / Liability

To the extent permitted by law, i.e. unless based on intent or gross negligence on the Foundation's part, its legal representatives or assistants, all representations and warranties concerning the Tokens and the Platform and any liability with regard thereto are herewith excluded. In particular, and without limiting the foregoing, the Buyer acknowledges and agrees that the Foundation is not representing or warranting any particular feature of a Token, the successful development of the Tokens and the Platform or the success of the Project and is not making any forward-looking statement or prediction.

The Foundation shall not be responsible or liable for any losses resulting, directly or indirectly from: (a) any act or omission of the Foundation or an agent of the Foundation or any error, negligence, or misconduct of the Foundation; (b) failure of transmission or communication facilities; (c) any other cause or causes beyond the Foundation's control, including, without limitation, for reasons such as acts of God, fire, flood, strikes, work stoppages, acts of terrorism, governmental or regulatory action, (delays of suppliers or sub-contractors), war or civil disturbance, self-regulatory organization actions, telecommunication line or computer hardware failures and any other telecommunication failures; (d) the Foundation's reliance on any instructions, notices, or communications that it believes to be from an individual authorized to act on behalf of the Buyer, and the Buyer hereby waives any and all defences that any such individual was not authorized to act on behalf of the Buyer; (e) any action taken by the Foundation to comply with applicable Laws or this Token Sale Agreement.

The Parties acknowledge and agree that the Project as a whole, incl. but not limited to the development, operation and usage of the Platform and the Tokens is still at a very early stage, might face several problems and therefore, might not be completed as projected by the Foundation. Furthermore, the Foundation may depend on regulatory approvals. All representations and warranties about any regulatory approvals are herewith excluded.

The Buyer herewith waives any and all claims related to misrepresentations or breaches of warranties it may have under the applicable law.

The Buyer further accepts and agrees that the members of the board of directors, the management and the advisors of the Foundation shall have no liability directly or indirectly towards the Buyer as a result of the Token Sale made by Buyer per the terms of this Token Sale Agreement.

This Token Sale Agreement (a) does not provide the Buyer with rights of any form concerning the Foundation or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to the Foundation; and (c) does not provide the Buyer with any ownership, equity, or other interest in the Foundation.

## 8. Covenants

The Buyer, in any case and in relation to this whole section each individually, confirms and covenants that it satisfies all legal and regulatory requirements to complete the transactions contemplated by this Token Sale Agreement and that it is not precluded from entering into this Token Sale Agreement. The Buyer by entering into this Token Sale Agreement confirms that it acts in exercise of their trade, business or profession, in any event not as a consumer according to the laws or conflict of laws applicable. In any case, the Buyer acknowledges and is aware that it is its responsibility to be informed about and resolve all legal, tax and regulatory requirements in connection with the transaction contemplated in this Token Sale Agreement. Furthermore, the Buyer accepts and commits to provide all documents and other information required for enabling the Foundation to comply with its regulatory obligation, including the completion of satisfactory Know Your Customer and all anti-money laundering and counter-terrorism financing requirements procedures.

The Buyer has been advised that any offers and sales according to this Token Sale Agreement have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Buyer is purchasing for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Buyer has no intention of selling, granting any participation in, or otherwise distributing the same. The Buyer has such knowledge and experience in financial and business matters that the Buyer is capable of evaluating the merits and risks of such investment, can incur a complete loss of such investment without impairing their financial condition and can bear the economic risk of such investment for an indefinite time.

## 9. Conditions Precedents

By signing this Token Sale Agreement, the Buyer submits a legally binding offer. The Foundation accepts such an offer by signing this Token Sale Agreement. The Foundation's acceptance is subject to the Buyer's satisfactory completion of any Know Your Customer and anti-money laundering and counter-terrorism financing requirements required under this Token Sale Agreement, incl. but not limited to connection to the business, the Token and the Platform.

## 10. Miscellaneous

### 10.1. Confidentiality

#### 10.1.1. With Respect to the Foundation

The Buyer undertakes to observe strict secrecy towards any third party regarding the Project affairs of the Foundation presently in its knowledge and which it gains knowledge of in the future, particularly regarding confidential information about the technical aspects, suppliers, customers, business policies and strategies and financial aspects other than facts and information that is made public by the Foundation itself.

#### 10.1.2. With Respect to this Token Sale Agreement

The Parties undertake to respect strict confidentiality as regards the terms of this Token Sale Agreement, and to abstain from disclosing its contents to any third party without prior written approval of the other Party; provided, however, that each Party remains free to disclose the terms of this Token Sale Agreement to the extent necessary to fulfil the terms and conditions of this Token Sale Agreement and to any tax, judicial or other regulatory authority. In particular, this shall also include the content of any discussions and the fact that such discussions are taking place. In particular, the Buyer is not allowed to pass information on this Token Sale Agreement or the fact that there is an offering by the Foundation (in accordance with the Recitals); The Buyer further refrains from any further form of solicitation of reverse-solicitation with regard to this Token Sale Agreement and offering (in accordance with the Recitals).

### 10.2. Notices

Any notice to be given to the other Party by this Token Sale Agreement shall be in writing and shall be mailed either by registered mail, e-mail or courier, addressed as follows:

If to the Buyer: To the address stated by the Buyer on the front page of this Agreement:

If to the Camino Foundation: To the address stated on the front page of this Agreement.

Each Party may at any time change its address by giving notice to the other Party in the manner described above. Notices given to the Camino Foundation shall be considered valid if delivered or sent to the address stipulated above.

### 10.3. No Waiver

The failure of any of the Parties to enforce any of the provisions of this Token Sale Agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights. The waiver of any breach of this Token Sale Agreement by any Party hereto shall not operate to be construed as a waiver of any other prior or subsequent breach.

#### 10.4. Entire Agreement

This Token Sale Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the purchase and delivery of the Tokens and there have been and are no arrangements or warranties between the Parties other than those set forth or provided for herein. Given that, this Token Sale Agreement supersedes any agreement or understanding that may have been concluded with respect to the subject matter hereof between any of the Parties prior to the date of the signatures.

#### 10.5. Amendment

This Token Sale Agreement may be modified or amended only by written agreement of the Parties and any provision hereof may be waived only by a document signed by the Party waiving such provision. Verbal agreements do not exist and no oral side agreements were entered into.

#### 10.6. Costs

Except as otherwise agreed each of the Parties hereto shall bear its own costs, expenses (including, without limitation, taxes) and fees in connection with this Token Sale Agreement and anything done pursuant to it.

#### 10.7. Assignment

Unless approved by the Foundation in each case, this Token Sale Agreement and the rights and liabilities arising thereunder may not be transferred to any other party. However, Tokens may be transferred in accordance with the applicable regulations.

#### 10.8. Severability

If any provision of this Token Sale Agreement is unenforceable or invalid, such provision shall be replaced by such valid and enforceable provision which bona fides parties consider to match as closely as possible the invalid or unenforceable provision, attaining the same or a similar economic effect. The same principles shall apply mutatis mutandis in case of any gaps or omissions. The remaining provisions of this Token Sale Agreement shall continue to be binding and in full force and effect.

#### 10.9. Governing Law

This Token Sale Agreement and any disputes which may arise out of and/or in connection with it shall in all respects be governed by and construed under the substantive laws of Switzerland excluding the UN Sales Convention (CISG).

#### 10.10. Dispute Resolution

Any dispute, controversy, or claim arising out of, or concerning, this Token Sale Agreement, including regarding the validity, invalidity, breach or termination thereof, shall be resolved by the competent courts in Zug, Switzerland.

Notwithstanding the above, the Parties may agree at any time to submit the dispute to mediation under the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution