

# Token Purchase Agreement

**IMPORTANT INFORMATION:** PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR TOKEN PURCHASE.

This token purchase agreement (this "Agreement") contains the terms and conditions that govern your ("Buyer", "You") purchase of \$CG Tokens distributed on the Ethereum network (the "Tokens" or "CG Tokens") from Common Ground Association, a Swiss association, Dammstrasse 19, 6300 Zug, Switzerland ("Seller", jointly the "Parties").

This Agreement shall be effective and binding on the Parties when Buyer: (i) clicks the check box on the Website to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (ii) upon the Seller's receipt of payment from the Buyer. The Buyer agrees to be bound on this basis, and confirm that the Buyer has read in full and understand this Agreement and the terms on which the Buyer is bound.

NOW, THEREFORE, the Buyer and Seller agree as follows:

## Definitions

<b>Website</b>	<a href="https://app.cg/token-sale/">https://app.cg/token-sale/</a>
<b>Excluded Persons</b>	US Persons and Persons from Prohibited Locations
<b>KYC Provider</b>	Sumsub ( <a href="https://sumsub.com">https://sumsub.com</a> ) or equivalent
<b>KYC Process</b>	ID and AML check conducted via the KYC Provider
<b>Sale End Date</b>	official date and time when the token sale ends, anticipated as December 30, 2024, at 12:00 p.m. UTC, but potentially extended for some geographic regions, with the final global Sale End Date occurring upon the conclusion of such extensions
<b>Token Delivery Period</b>	the period ending latest 12 months after the Sale End Date
<b>Software Protocol</b>	the Common Ground application and network
<b>Token Smart Contract</b>	the Ethereum smart contract issuing the CG Tokens
<b>Chain</b>	Ethereum Mainnet
<b>Maximum Investment Amount</b>	3,000 ETH
<b>Maximum Purchase Amount</b>	9.439B Tokens
<b>Maximum Token Supply</b>	49B Tokens
<b>Token Amount</b>	the integral of the reciprocal Price Function
<b>Price Function</b>	$f(x) = \frac{1}{a * e^{(-k * x) + b} + c}$ with $a = 8 * 10^6$ , $b = -0.5$ , $c = 2.5 * 10^6$ , $k = 0.0025$ and $x$ being the total previously invested amount, denominated in ETH.
<b>Risk Factors</b>	as defined in Annex A

## 1. Purchase

The Token price is determined through the continuous Price Function  $f(x)$ , with  $x$  being the total previously invested amount, denominated in ETH. The price function result is denominated in  $\frac{ETH}{token}$ .

The Token Amount is calculated as the integral of the reciprocal Price Function. The reciprocal Price Function  $g(x)$  returns  $\frac{token}{ETH}$  and is  $\frac{1}{f(x)}$ , which is  $g(x) = a * e^{(-k*x)+b} + c$ .

Example. If Alice invests 5 ETH, while 100 ETH had already been invested before her, then  $x_1$  is 100 and  $x_2$  is 105. To calculate the actual integral, the antiderivative  $G(x)$  of  $g(x)$  is used, which is

$$G(x) = c * x - \frac{a * e^{(-k*x)+b}}{k}$$

The Token Amount is then calculated as  $G(x_2) - G(x_1)$ .

Referral Bonus. The Seller may, at its sole discretion, implement a referral program through which the Buyer can earn a Referral Bonus of up to 10% of the token amount acquired and earned by other buyers which they have referred through a personalized link provided on the Website.

Once a potential buyer has been referred, they cannot be referred by another buyer. Buyers cannot refer themselves. Circular referrals are not allowed. If a buyer has purchased Tokens before having been referred, they cannot be referred anymore.

The Seller reserves the right to modify or discontinue the referral program at any time, determine eligibility criteria for referral bonuses, adjust bonus percentages within the stated maximum, verify the legitimacy of referrals before awarding bonuses, withhold bonuses in cases of suspected abuse or violation of terms.

Purchase. In exchange for Your payment in ETH on the Chain, the Seller issues You **Token Amount** subject to the terms and conditions of this Agreement.

Delivery. The Tokens will be made available to You after the Sale End Date, during the Token Delivery Period, subject to the terms and conditions of this Agreement.

The Buyer shall provide to the Seller a Chain-compatible wallet address to which the Seller may deliver the Token Amount or which the Seller can authorize for collecting the Token Amount or a Referral Bonus if applicable. The wallet address must be under the direct control of the Buyer and shall not be under the direct or indirect control of a third-party.

## 2. Software Protocol and Tokens

Software Protocol. The Seller has in the past and may so in the future, in its sole and absolute discretion, continue to attempt to develop and further the evolution and adoption of the Software Protocol by developing, directly or indirectly, by itself or by engaging multiple third-parties, various software codes for a web3 community platform, and supporting the surrounding ecosystem.

The Seller will use the proceeds from the sale of Tokens for its not-for-profit activities: according to the Statutes of Association the purpose of the Seller is to “directly or indirectly further the growth and development of the Common Ground Platform and the surrounding community as well as ecosystem.

The Association may generally take necessary and appropriate measures to implement the above-mentioned purpose as well as plan and implement initiatives and — even only financially — participate in initiatives of other organizations or support financially or otherwise other organizations or individuals to the extent that all such activities serve the purpose of the Association. The Association may also accept donations from third persons and act as fiduciary to pursue its purpose. The Association does not pursue commercial purposes and does not strive for profit.”

THE BUYER ACKNOWLEDGES THAT IT IS POSSIBLE THAT THE INTENTION TO DEVELOP THE SOFTWARE PROTOCOL CAN ONLY BE REALIZED IN A DIFFERENT FORM OR IS NOT FEASIBLE AT ALL, THAT THERE IS NO DEMAND FOR SUCH A SOFTWARE PROTOCOL, THAT NO THIRD-PARTIES ARE INTERESTED IN USING THE SOFTWARE CODE DEVELOPED BY THE SELLER , OR THAT THE REALIZATION FACES REGULATORY RESTRICTIONS FORCING THE SELLER TO CEASE THE FURTHER DEVELOPMENT AND REALIZATION OF THE INTENTION FOR THE SOFTWARE PROTOCOL.

Token and functionality. The Token is a purely technical mechanism (“Utility Token”) that enables the following specific and limited functions within the Software Protocol: (a) Digital Access Control: Tokens may be used as technical permission flags to access certain roles within the Common Ground community's communication channels and (b) Technical Voting Interface: Tokens may, directly or indirectly, enable voting to facilitate non-binding community feedback. Such votes: (i) Have no legal or governance effect (ii) Do not constitute formal governance rights (iii) May be restricted or disabled at any time (iv) Create no obligation for the Seller to act upon results. The Seller reserves the absolute right to modify or terminate any Token-related functionality in the Software Protocol without notice or compensation.

ANY OTHER USE OR FUNCTIONALITY IS EXPRESSLY EXCLUDED AND NOT PROMISED OR IMPLIED. The Token DOES NOT REPRESENT OR CONFER any ownership right, stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to any entity. The Token does not create or imply any ongoing obligations by the Seller beyond those expressly stated in this Agreement.

The supply of Tokens is fixed to Maximum Token Supply.

THE BUYER ACKNOWLEDGES THAT (I) THE CG TOKENS DO NOT REPRESENT ANY LEGAL CLAIM, MEMBERSHIP RIGHT OR ANY OTHER RIGHT AGAINST ANY LEGAL ENTITY, (II) ANY MONEY RAISED BY THE SELLER THROUGH THE SALE OF TOKENS EXCLUSIVELY BELONGS TO THE SELLER, (III) THE SELLER DOES NOT MANAGE SUCH FUNDS FOR THE BUYER NOR ANY OTHER BUYER OR HOLDER OF CG TOKENS (IV) NEITHER THE BUYER NOR ANY OTHER BUYER OR HOLDER OF CG TOKENS HAS ANY LEGAL CLAIM OR OTHER RIGHT TO THE MONEY RAISED BY THE SELLER.

CG TOKENS ARE NOT INTENDED TO BE USED AND SHALL NOT BE USED AS A MEANS OF PAYMENT OR VALUE TRANSFER.

Tokens have no rights, uses or attributes. Entitlement to Tokens carries no rights, uses, purpose, attributes, functionalities or features, express or implied, including without limitation, any uses, purpose, attributes, functionalities or features, other than as set out above, subject to limitations and conditions in this Agreement. In particular, the Buyer acknowledges the Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the

Seller.

Not securities, commodities, or swaps. The Tokens are not intended to be and are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Technology. The Seller may propose to migrate the Token to another underlying distributed-ledger protocol, standard or technology in the future, should the Seller determine, in its reasonable discretion, that doing so is necessary or desirable. Upon the Common Ground ecosystem's support of such migration, the Buyer shall take any and all actions reasonably necessary to effectuate the proposed migration to another protocol or technology identified by the Seller. If the Buyer fails to effectuate such migration, the utility of the Tokens may get lost. Notwithstanding any other provision of this Agreement, the Seller shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which the Buyer may suffer, sustain, or incur, arising out of or relating to the Buyer's failure to effectuate such migration of its Tokens to another protocol or technology identified by the Seller.

### **3. Intellectual property rights**

The Seller retains all right, title and interest in all of the Seller's intellectual property, including, without limitation, inventions, ideas, concepts, code, 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 shall not use any of the Seller's intellectual property for any reason without the Seller's prior written consent. The Seller may release some of such intellectual property under open source licenses.

### **4. Security measures to protect the purchase**

The Buyer shall implement reasonable and appropriate measures designed to secure access to: (i) any device associated with the Buyer and utilized in connection with the purchase of Tokens; (ii) private keys to the wallet address or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that the Buyer is no longer in possession of the private keys or any device associated with the account or are not able to provide the login or identifying credentials, the Buyer may lose all of its Tokens or access to its account or both. The Seller is under no obligation to recover any Tokens and the Buyer acknowledges that all purchases of Tokens are non-refundable and the Buyer will not receive money or other compensation for any Tokens purchased.

### **5. Data privacy**

Collection of personal information. Throughout this section, the Seller uses the term ("**Personal Information**") to describe information that can be associated with a specific person and can be used to identify that person. The Seller does not consider Personal Information to include information that has been anonymized so that it does not identify an individual person. The Seller may determine that it is necessary to obtain certain information including Personal Information about the Buyer and the source of the funds in order to comply with applicable law or regulation - in particular, but not limited to anti-money laundering laws - regarding selling Tokens to the Buyer. Such information may include the Buyer's name, address, phone, email, wallet address, date of birth, passport number, incorporation document and register of beneficial owners (in case of a legal entity), numbers that the Buyer may

use or have registered with the local tax authority and other similar information. For such purposes, the Seller may also obtain information and Personal Information about the Buyer from third parties such as identity verification services and public registers. The Buyer agrees to provide the Seller with such information promptly upon request, and the Buyer acknowledges that the Seller may refuse to sell Tokens to the Buyer until the Buyer provides such requested information and the Seller has determined that it is permissible to sell the Buyer Tokens under applicable law or regulation.

Extent of processing. The Seller collects and process information and Personal Information only to the extent required for the performance of this Agreement. The Seller will not disclose the Buyer's information and Personal Information to any third parties, except as set forth in this Agreement or where such disclosure is permitted by applicable law. Even within the Seller and its affiliated entities, access to Buyer's information and Personal Information is limited to a subset of employees who perform obligations of the Seller under this Agreement.

Safeguards. The Seller protects Buyer's information and Personal Information using reasonable physical, technical, and administrative-technical and organizational measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards the Seller may use are firewalls and data encryption, physical access controls to the Seller's data centers, and information access authorization controls. All of the Seller's physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

Disclosure of Buyer's personal information. The Seller reserves the right to share Buyer's information and Personal Information with: (i) third parties if required to perform its rights and obligations under this Agreement; (ii) its banking partners; (iii) other legal entities that the Seller plans to merge (should such a combination occur, the Seller will require that the newly combined entity follow this Agreement with respect to Buyer's information and Personal Information, and the Buyer would as well receive prior notice of any change in applicable policy); (iv) its successors in case of an assignment of this Agreement; (v) third party identification services providers for fraud prevention and to comply with anti-money laundering and know your customer regulations; (vi) law enforcement, government officials, or other third parties when (a) the Seller is compelled to do so by a subpoena, court order, or similar legal procedure; or (b) the Seller believes in good faith that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of this Agreement; and (vii) other third parties only with Buyer's prior consent or direction to do so. If the Buyer would like to know more about how the Seller processes Buyer's Personal Information or would like to edit Buyer's Personal Information, please contact us.

## **6. Taxes**

The price of Tokens includes all taxes (if any) due by the Seller for the sale of Tokens under the laws of Switzerland. The Buyer bears the sole responsibility to determine if the Buyer's purchase of Tokens, the transfer of the purchase price to the Seller, the acceptance or use of Tokens, the potential appreciation or depreciation in the value of Tokens over time (if any), or the allocation of Tokens or any other action or transaction related to Tokens entails tax implications. By purchasing, holding, or using Tokens, and to the extent permitted by law, the Buyer agrees not to hold any third party (including the Seller and its representatives) liable for any tax liability associated with or arising from the purchase, holding or use of Tokens or any other action or transaction related to Tokens. It is the Buyer's sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax, wealth tax or similar taxes arising in connection with the appreciation and depreciation of Tokens. The Buyer bears the sole responsibility to determine such implications and act in accordance with the law that applies to the Buyer.

## **7. Warranties**

By purchasing Tokens, the Buyer warrants that:

Understanding of the English language and this Agreement. The Buyer has a good understanding of the English language, have read and understood the Materials and this Agreement (including all Annexes).

Authority. The Buyer has all requisite power and authority to execute and deliver this Agreement, to interact with the smart contracts underlying the Tokens, the Software Protocol (together the “Software”), purchase Tokens, and to carry out and perform its obligations under this Agreement.

Funds and payments. The Buyer’s transfer of the purchase price is not or will not be derived from, pledged for the benefit of, or related in any way to, (i) a government, an organization or person in any country designated by applicable laws in Switzerland supporting international terrorism, (ii) the government, an organization or person in any country that has been designated as a non-cooperative country or as a money laundering or (iii) directly or indirectly, any illegal activities.

Independent decision. By entering into this Agreement, the Buyer has made its own independent decisions whether the purpose of the Seller, the Token functionality, and this Agreement are appropriate or proper for the Buyer based upon its own judgment and upon advice from such advisors as the Buyer has deemed necessary and that the Buyer understands the types of transactions covered by these terms and the risks involved with the execution of such transactions.

The Buyer’s knowledge and risks. The Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of distributed-ledger technology or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets) and distributed-ledger-based software systems, to be able to evaluate the risks and merits of the purchase of Tokens, including but not limited, to the matters set forth in this Agreement (Annex A), and are able to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to the Seller, the Seller Parties and others for the Buyer’s acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. The Buyer has received information that the Buyer regards as sufficient to fully evaluate this Agreement, the Tokens, and has been provided an opportunity to obtain any additional information concerning the foregoing to the extent the Seller possesses such information or can acquire it without unreasonable effort or expense, and have been given the opportunity to ask questions of, and receive answers from, the Seller concerning the Tokens, including their intended features, functions, and limitations.

Limited rights. The Buyer understands that the Tokens (i) carry no rights, uses, purpose, attributes, functionalities or features, express or implied, other than as set out in section 2, subject to limitations and conditions in this Agreement; and (ii) confer no other rights of any form with respect to the Seller, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

Purpose of purchase. The Buyer is purchasing Tokens to use them as set out in section 2. The Buyer is not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, arbitrage strategy, immediate resale, speculative or other financial purposes.

Non-refundable. The Buyer understands that the Tokens are non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation

from the Seller or any affiliates.

No Conflict. The purchase of Tokens complies with applicable law and regulation in the Buyer's jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in the Buyer's jurisdiction for purchasing the Tokens and using the Tokens as set out in section 1, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained. Where necessary, the Buyer has obtained all governmental and other consents that are required to have been obtained by the Buyer with respect to this Agreement.

Acting on behalf of an entity. If the Buyer is purchasing Tokens on behalf of any entity (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, (ii) the Buyer is duly authorized by such legal entity to act on its behalf and to accept this Agreement, and (iii) such entity will be responsible for breach of this Agreement by the Buyer or any other employee or agent of such entity (references to the "Buyer" in this Agreement refer to the Buyer and such entity, jointly).

Compliance with applicable laws. The Buyer (i) is familiar with all related regulations in the specific jurisdiction in which the Buyer is based and that acquiring the Tokens (through purchase or otherwise) in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind; (ii) acknowledges that no governmental authority has examined or approved of the information set out in the Materials or any other material in connection with the Tokens; (iii) confirms the distribution or dissemination of the Materials, any part thereof or any copy thereof, or any use of the Tokens by the Buyer, is not prohibited or restricted by the applicable laws, regulations, or rules in its jurisdiction, and where any restrictions in relation to possession are applicable, the Buyer has observed and complied with all such restrictions at its own expense and risk without liability to the Seller; and (iv) shall ensure that no obligations are imposed on the Seller in any such jurisdiction as a result of any of the actions taken by it in the preceding sub-clause; and (v) acknowledges that the Seller will have no responsibility for and it will not obtain any consent, approval or permission required by the Buyer for, the acquisition, offer, sale or sale by it of the Tokens under the laws and regulations in force in any jurisdiction to which the Buyer is subject or in or from which it uses the Tokens.

Not a US Person or Person from a Prohibited Location. The Buyer is not (i) a citizen or resident of a geographic area in which purchase of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; (iii) a citizen or resident of the United States, Canada, Afghanistan, Belarus, Bosnia Herzegovina, Burundi, Central Africa republic, Comoros, Congo, Congo Democratic republic, Cuba, Equatorial Guinea, Eritrea, Guinea, Guinea Bissau, Haiti, Iran, Iraq, Libya, Mali, Myanmar, North Korea, Puerto Rico, Philippines, Somalia, Sudan, Sudan Republic of South, Syria, Tunisia, Yemen, Zimbabwe or any jurisdiction into which the offer and purchase of Tokens would be unlawful; or (v) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List.

If a person from a prohibited location purchases Tokens, such a person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. The Seller is not bound by this Agreement if this Agreement has been entered into by a person from a prohibited location as buyer or the Buyer has entered into this Agreement or have purchased Tokens on behalf of a person from a prohibited location, and the Seller may take all necessary and

appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.

VAT Status. You agree to accurately indicate whether You are a Swiss resident for Value Added Tax ("VAT") purposes. This information is required for the Seller's VAT compliance. You represent that all provided residency and tax status information is true, complete, and accurate.

## **8. Know Your Customer – Anti-Money Laundering**

Know Your Customer. The Buyer shall cooperate with the Seller and provide to the Seller, upon request, with proof of identity, information about all direct and indirect beneficial owners (in case of a legal entity), source of funds and other documentation or other information that the Seller may require from time to time in connection with the Seller's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation and regulations. Such cooperation includes the willingness to be subject to a video and online identification procedure according to the Circular 2016/7 Video and online identification of the Swiss Financial Market Supervisory Authority.

## **9. Warranty Disclaimers**

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us, (i) the Tokens are sold and the Software will be released on an "as is" and "as available" basis without warranties of any kind, and the Seller expressly disclaims all implied warranties as to the Tokens and the Software, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) the Seller does not warrant that the Tokens or the Software is reliable, current or error-free, meet the Buyer's requirements, or that defects in the Tokens or the Software will be corrected; and (iii) the Seller cannot and does not warrant that the Tokens, the software code of the Token Smart Contract, or the delivery mechanism for Tokens or the Software, are free of viruses or other harmful components.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimers of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to the Buyer. In such a case, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Agreement will remain valid and enforceable.

## **10. Release**

To the fullest extent permitted by applicable law, the Buyer releases the Seller and the other the Seller Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to (i) the non-distribution of Tokens to the Buyer as set out in this Agreement; (ii) disputes between the Buyer and any other Token-holder (including any prospective Token-holder) or third party; or (iii) any regulatory enforcement actions, which were initiated by the Buyer's misconduct.

## **11. Indemnification**

To the fullest extent permitted by applicable law, the Buyer will indemnify, defend and hold harmless the Seller, the Seller's respective past, present, and future employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, subsidiaries, affiliates, agents, representatives,



predecessors, successors and assigns (the "the Seller Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) the Buyer's purchase or use of Tokens in violation of this Agreement or interaction with the Software; (ii) the Buyer's breach or violation of this Agreement; (iii) any inaccuracy in any warranty of the Buyer; (iv) the Buyer's violation of any rights of any other person or entity; (v) any dispute between the Buyer and any other Token-holder (including prospective Token-holders) or third party; or (vi) any regulatory enforcement actions, which were initiated by the Buyer's actions or omissions.

The Seller reserves the right to exercise sole control over the defense, at the Buyer's expense, of any claim subject to indemnification under this section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Buyer and the Seller.

## **12. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL THE SELLER OR ANY OF THE SELLER PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, ENHANCED OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION OR DIMINUTION IN VALUE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

If not permitted in the relevant jurisdiction, the limitations set forth in section 12 will not limit or exclude liability for gross negligence, fraud or willful misconduct of the Seller. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to the Buyer.

## **13. Non-Compliance with this Agreement**

THE BUYER ACKNOWLEDGES AND AGREE THAT THE SELLER WILL NOT ISSUE TOKENS AND HAS NO REPAYMENT OBLIGATION WITH RESPECT TO FUNDS RECEIVED IF THE BUYER IS IN BREACH OF ANY WARRANTY IN SECTION 7, OR ANY OTHER PROVISION OF THIS AGREEMENT OR THE KNOW YOUR CUSTOMER PROCEDURE CANNOT BE COMPLETED TO THE SELLER'S SATISFACTION. THE FUNDS WILL REMAIN AT THE FREE DISPOSAL OF THE SELLER. NOTHING IN THIS SECTION 13 SHALL BE CONSTRUED AS LIMITING THE SELLER'S RIGHT TO ANY REMEDIES IT MAY HAVE BY LAW, INCLUDING, WITHOUT LIMITATION, THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

## **14. Miscellaneous**

Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, it will be so held to the minimum extent required by law and such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent

possible.

Amendments. This Agreement constitutes the entire agreement between the Buyer and the Seller relating to the Buyer's purchase of Tokens from us. The Seller may make changes to this Agreement from time to time, but only as reasonably required to comply with applicable law or regulation. If the Seller makes changes, the Seller will post the amended Agreement on the Seller's website or through other public or private channels or send to the email address the Buyer last provided the Seller for this Agreement such amended agreement. The amended Agreement will be effective immediately and the Buyer's continued interest, use or holding of the Tokens the Buyer purchased shall constitute the Buyer's acceptance of the modified terms.

Assignment. The Buyer may not assign any of its rights or delegate any of its obligations under this Agreement. After the tokens are minted to the Buyer and the lock-up period has expired (if any), the Buyer may transfer the Tokens to any third party, without requiring the Seller's consent. The Seller may assign at any given point in time any of its rights or delegate any of its obligations under this Agreement, the development, publishing, release, deployment, operation, of the Tokens and any software code in connection with the Software, to any person including but not limited to affiliated entities and associations or a decentralized community. Any purported assignment or delegation of Tokens in violation of this section is null and void.

Valid transfer. By accessing the distributed-ledger network on which Tokens are created, the Parties acknowledge any transfer of Tokens in compliance with the rules of the protocol of such distributed-ledger network as valid.

Third-party beneficiaries. Except as stated otherwise, this Agreement is for the sole benefit of the Parties hereto (and also the affiliates if specifically set out) and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Relationship between the Buyer and the Seller. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer or agency relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

No Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is due to any cause beyond its control which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment, including but not limited to: changes in applicable regulation that prohibit the Tokens, any code or element of the Software, the Seller' purpose, acts of God, fire, flood, explosion, wars, pandemics, epidemics, terrorism, riots, civil

disturbances, and strikes, or other work stoppages, technological change, changes in interest rates or other monetary conditions; and for the avoidance of doubt, changes to any distributed-ledger network-related protocol.

Entire Agreement. This Agreement, including the exhibits attached hereto and the materials referenced herein or provided to the Buyer in addition to this Agreement (“**Materials**”), constitutes the sole and entire agreement between the Parties with respect to the sale of Tokens, and supersedes all prior and contemporaneous understandings, agreements and warranties, both written and oral, with respect to such subject matter hereof, including, without limitation, any public or other statements or presentations made by the Seller about the Tokens or the Software. In the event of any conflict, inconsistency or ambiguity between provisions in different parts of this Agreement, the following hierarchy shall apply: (1) the provisions of this Agreement without the Annexes (2) the Annexes (3) the Materials without the provision of this Agreement and the Annexes. In the event of inconsistency between provisions in a document, the more specific provision shall prevail. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in the Annexes.

Smart Contracts as Execution Assistance. It is agreed and understood by the Parties that the smart contracts (code) underlying the Tokens do not form an agreement between the Parties. Rather such smart contracts are the execution assistance of this Agreement and is governed by this Agreement. In the case of any conflict between the terms of the smart contracts underlying the Tokens and this Agreement, the terms of this Agreement shall supersede.

Notice. The Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that the Seller provides to the Buyer pursuant to this Agreement or in connection with or related to the Buyer’s purchase of Tokens, including this Agreement, may be provided by the Seller, in its sole discretion, to the Buyer, in electronic form. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications to the Seller by the Buyer under this Agreement must be in writing.

## **15. Dispute Resolution, Arbitration**

Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

## **16. Governing Law and Venue**

This Agreement and the acquisition and loss of rights related to and interest in the Tokens will be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules or principles (whether of Switzerland or any other jurisdiction) that would cause the application of the laws of any other jurisdiction, irrespective of whether the Tokens qualify as right or property under the applicable laws. Any dispute between the Parties arising out of or relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims) that cannot be subject to arbitration due to applicable law will be resolved in the courts of Switzerland. Some jurisdictions do not allow the exclusion of local laws and regulations. Accordingly, the exclusion of local laws and regulations of this section may not apply to the Buyer and the Buyer may be permitted in the Buyer’s jurisdiction to choose any other court or procedure.

## **Annex A      RISK FACTORS**

THE TOKENS MAY HAVE NO VALUE. THE BUYER MAY LOSE ALL AMOUNTS PAID.

THE BUYER HAS CAREFULLY REVIEWED, ACKNOWLEDGES, UNDERSTAND AND ASSUME THE FOLLOWING RISKS, AS WELL AS ALL OTHER RISKS ASSOCIATED WITH THE TOKENS (INCLUDING THOSE NOT DISCUSSED HEREIN), ALL OF WHICH COULD RENDER THE TOKENS WORTHLESS OR OF LITTLE VALUE:

- The regulatory regime governing distributed-ledger technologies, cryptocurrencies and Tokens is uncertain, and new regulations or policies may adversely affect the transferability of the Tokens.
- As distributed-ledger networks and digital assets have grown in popularity and in market size, national and state regulators have begun to take interest in, and in some cases, regulate, their use and operation.
- The success of new ecosystems and decentralized autonomous organizations strongly depends on the engagement of participants. There can be no assurance or guarantee that there will be sufficient interest or participation in the elements or use of Tokens or the Software.
- The personal tax treatment of Tokens is uncertain and there may be adverse tax consequences for Buyers upon certain future events.
- The further development and acceptance of distributed-ledger networks, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate.
- The distributed-ledger network underlying the Software may use a decentralized governance system ("Governance System"). For these reasons, it is possible that the Governance System with respect to such distributed-ledger network adopts proposals that have an adverse effect on the useful functioning of the Software and/or the value of the Tokens. If a Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes unwise decisions, the value of the Tokens might be greatly reduced or even completely lost.
- Distributed-ledger networks use different consensus mechanism such as proof of work or proof of stake, or delegated proof of stake, each of which is subject to specific risks, such as malicious unilateral actions or double spending and 51% attacks. Any successful attacks in respect of the Tokens present a risk to the system in which Tokens are used, to the expected proper execution and sequencing of Token transactions, and to the expected proper execution and sequencing of software computations, including loss of Your investment.
- A temporary or permanent "fork" of a distributed-ledger network could adversely affect the use and value, of the Software, and in particular the Tokens.
- The prices of digital assets are extremely volatile. Tokens may as a result be subject to significant price volatility.
- Digital assets are inherently subject to the risk of cybercrime.

- Smart contracts underlying decentralized autonomous organizations are new and largely unregulated and may therefore be subject to fraud and failures.
- It may be illegal now, or in the future, to acquire, own, hold, sell or use digital assets including cryptocurrencies and Tokens, participate in distributed-ledger networks or utilize similar assets or technology in one or more countries.
- The Seller is new with no long-standing history. The Seller is and will be subject to all of the risks and uncertainties associated with any new venture, visionary projects, including the risk that the Seller will not be able to realize its purpose or vision about the Software or ecosystem.
- Other projects may have the same or a similar vision as the Seller. Many of such other projects are profit-oriented, substantially larger and have considerably greater financial, technical and marketing resources than the Seller does, and thus may attract more participants than the ecosystem initiated by the Seller.
- If the Buyer provides the Seller an address to receive Tokens that is from an exchange or that the Buyer does not control, Tokens will be allocated by the Seller to such address; therefore, the Buyer may never receive or be able to recover the Buyer's Tokens.
- Cryptographic tokens such as the Token and decentralized autonomous organizations and ecosystems operated by or otherwise interfacing with smart contracts are new and untested technology. In addition to the risks included in this Annex A, there are other risks associated with the Buyer's purchase, holding and use of Tokens as well as interaction with the Software, including those that the Seller cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A or other risks.