

TERMS AND CONDITIONS OF SALE

1. APPLICABILITY AND ACCEPTANCE OF THE TERMS

The following Terms and Conditions (the “**Terms**”) constitute an agreement between Voltamond SA (the “**Company**”, “**we**”, “**us**”, or “**our**”) and the future purchaser (“**User**”, “**you**”, or “**your**”) of the NDB Coins (the “**Coins**”), with respect to the sale and the use of the services offered through the App/Website (the “**Services**”).

The Terms shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The Terms do not include or contain any information or indication that might be considered or might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company.

By clicking the check box “**Agree to Terms & Conditions**” and the “**SIGN UP WITH EMAIL**” button contained in the App/Website, you agree and accept to be bound by these Terms in their latest version.

By clicking the “CONFIRM PAYMENT” button contained in the App/Website, regardless the method of payment, you explicitly confirm your intention to participate in a coin auction in order to purchase the Coins by sending any unit of acceptable currency or digital currency (the “Accepted Currency”) to the Company's bank account or digital wallet address in accordance with the sale procedure. Our Whitepaper, containing information relating to the App/Website and the Coins, including certain legal considerations, risks and disclosures, can be found at <https://ndb.money/learn>. Information included in the Whitepaper is mainly descriptive and not part of these Terms, unless explicitly incorporated herein.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, THE PRIVACY POLICY, TERMS OF USE AND THE WHITEPAPER AND AGREE TO THEIR CONTENTS. UNLESS OTHERWISE STATED HEREIN, THESE TERMS GOVERN ONLY THE SALE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US USING THE PROVIDED “CONTACT US” FORM AT [HTTPS://NDB.MONEY](https://ndb.money). IF YOU DO NOT AGREE WITH ANY OF THESE

TERMS, DO NOT PURCHASE THE COINS AND DO NOT ACCESS OR USE THE COMPANY'S SERVICES, APP/WEBSITE AND COINS.

DO NOT PURCHASE NDB IF YOU DO NOT HAVE SIGNIFICANT KNOWLEDGE, EXPERIENCE, EXPERTISE, AND UNDERSTANDING OF THE FUNCTIONALITY, USAGE, STORAGE, TRANSMISSION MECHANISM AND INTRICACIES OF COINS AND BLOCKCHAIN SYSTEMS AND SERVICES. DO NOT PURCHASE NDB COINS IF YOU ARE NOT CAPABLE OF EVALUATING THE RISKS INHERENT IN PURCHASING THE COINS AND ARE NOT ABLE TO BEAR THE RISK OF LOSS OF YOUR ENTIRE COIN ACQUISITION. YOUR PARTICIPATION IN THE SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS SECTION AND YOU ARE RESPONSIBLE FOR THE DECISION TO ACQUIRE THE COINS.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE NDB COIN IN ACCORDANCE WITH THE TERMS.

2. PURPOSE AND USE OF NDB COINS & VOLT TOKENS

We are offering the development of the blockchain ecosystem. The ecosystem includes NDB Coin and Volt token. NDB will interact with Volt and other currencies and coins on the open market also. The purpose of the proposed ecosystem is safeguarding our founders and shareholders' interests.

The NDB Coin and Volt token are not security coins/tokens or representations by any means from the Company shares or rights of any kind. NDB Coins and Volt tokens are a measuring and interaction device for clients and users of the NDB blockchain ecosystem.

The NDB Coin enables people to support the project, company, or individuals. By staking NDB Coin on the different categories of Pools, Users have the potential to earn Volt tokens over their staked amount. The Volt token gives users the possibility to lease and access benefits from all of our products.

By using blockchain services, users can monitor and create their own supply of energy and provide its solutions to a wide public and make electricity available for everyone within the blockchain ecosystem. Our ecosystem includes the App, Wallet, Trading, Auction, Direct Sale, and NFT Marketplace. The Company may, at any time, in its sole discretion, add and/or remove any Services within the ecosystem.

Purchase, ownership, receipt, or possession of the Coins carries no rights, express or implied, other than the right to use the Coins as a means to participate in the blockchain ecosystem. In particular, you understand and agree that save as expressly set out in these Terms, the Coins do not represent or confer any ownership right or 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 the NDB Blockchain ecosystem.

Coins are not intended to be a loan contract, digital currency, security, commodity or any other kind of financial instrument. You are purchasing Coins solely for the purpose of participating in the NDB blockchain ecosystem, and you are aware of the risks associated with the NDB blockchain ecosystem and the Coins.

By accepting the Terms, you understand that the main function of the NDB coin and Volt token is digital access to rights contained in the App/Website. Neither the NDB coin nor Volt token could be used exclusively as means of payment. You acknowledge and agree that the NDB blockchain ecosystem is in an early stage of development and may undergo significant changes over time.

You acknowledge and agree that at this stage the Company provides the coin sale only for NDB coins.

3. FORM OF THE SALE

The coin sale (the “Sale”) is provided by the Company, and in a form determined by the Company. These Terms govern the Sale in the form of an auction sale. All the users having the account on the App/Website are subject to these Terms, and should be aware of, and undertake any risks and consequences prescribed in these Terms, but not limited to them, and related to the Sale.

There can be only one winner for each auction (the “Winner”). The Company shall have no obligation to deliver, and you shall have no right to receive any Coins unless you are recognized by the Company as a Winner of an auction.

It is a sole responsibility of the User to face consequences, prescribed in these Terms, related to loss of the auction.

YOU SHALL NOT MAKE A ACQUIRE A NDB COIN IF YOU ARE (A) A CITIZEN, RESIDENT (TAX OR OTHERWISE) OF, A PERSON LOCATED OR DOMICILED IN, OR ANY ENTITY ORGANIZED IN OR OWNED BY CERTAIN

PERSONS IN (I) THE UNITED STATES (INCLUDING ANY U.S. PERSON PURSUANT TO THE U.S. SECURITIES ACT OF 1933 (AS AMENDED)), (II) CANADA, (III) ANY JURISDICTION LISTED BY THE FINANCIAL ACTION TASK FORCE AS HIGH-RISK OR WITH STRATEGIC DEFICIENCIES; (IV) CUBA, DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (NORTH KOREA), IRAN, PAKISTAN, SYRIA, THE GOVERNMENT OF VENEZUELA OR CRIMEA OR (V) ANY JURISDICTION FOR OR IN WHICH THE SALE OF NDB COINS WOULD REQUIRE REGISTRATION OR LICENSING NOT OBTAINED BY US OR OTHERWISE WOULD BE UNLAWFUL OR WHICH RESTRICTS OR LICENSES THE ACTIVITIES OF THE KIND THAT CAN BE ACCESSED OR USED WITH NDB COINS.

4. SALE PROCEDURE

The Company reserves the right, in its sole discretion, to modify any of the Sale procedures described in these Terms. The Sale procedure may vary depending on users' actions on the site and/or the method of payment.

A. First time users are recommended to follow the procedure prescribed below:

(i) Start of using of the App/Website

Usage of the App/Website starts with a welcome screen, where the User can see available options. First time users can choose the "PLACE A BID" option, which will redirect them to the bidding page.

(ii) The bidding page

This page allows users to select the amount of the coins they would like to purchase and set a price per coin they are willing to pay. The page also allows to see the coin description, statistics, and bids history.

The "PLACE A BID" button redirects users to the "Create an Account" page.

(iii) Registration of the account

In order to create an account, the User has to state the email address, set a password, choose the country of residence from the list of available countries,

tick the box “Agree to Terms & Conditions” and click on the ‘SIGN UP WITH EMAIL’ button.

The next step is verifying the email address by entering the unique code, which is to be sent to the previously provided email.

(iv) Creating of avatar and username

The User will be further suggested to choose one of the avatars and type a username, which will be displayed to all other users. The username must not violate third party rights, including but not limited to trademarks, copyright, any other kind of intellectual property rights; and must not be unlawful, immoral, obscene, or of a harmful purpose. After submitting the username, users will be redirected to the payment page.

(v) Payment page

On the payment page users will be asked to choose one of possible methods of payment: credit card, cryptocurrency, or NDB Wallet. Depending on the method of payment, different information will be required in order to confirm the payment.

The Company cannot be liable for payment refused or declined by your credit/debit card supplier for any reason or for any failure to accurately input the alphanumeric code required to complete a crypto transaction.

In case the User’s bid is the last one to be accepted, and there are not enough coins to fulfil the order, such User can tick the box, which allows completion of the order with the remaining coins. The remaining coins will be purchased by the price, which was submitted by the User previously.

In case the App/Website is experiencing any server related issues like “slow down” or “failure” or “session timeout”, the User shall, before initiating the second payment, check whether his or her Participating Bank Account (the “PBA”) or Participating Digital Wallet (the “PDW”) has been debited or not.

The User agrees that under no circumstances the Company shall be held responsible for duplicate transactions and hence no claims should be raised to the Company.

(b) For authorised users, the procedure should be the following:

(i) Start of using of the App/Website

The users who are already registered with the Company's App/Website can start with a "SIGN IN" button. In this case, the User has to enter the email and password to log in into account.

(ii) Placing a bid

After the log in into the account, the User can follow the standard procedure of placing a bid with the aforementioned payment confirmation prescribed in Section 4(a).

(c) Important information to be considered by users

While you may always browse public-facing portions of the App/Website without registering, in order to access the password protected portion of the App/Website and acquire Coins, you must register an account. When you register an account, you must provide your email address, country of residence, and password, and accept these Terms, the Terms of Use and the Privacy Policy. Moreover, you agree to provide complete and accurate information and update it to maintain the integrity and accuracy of the information. When you login to your account on the App/Website, you authorize sharing of your personal data with the Company as further detailed by the Privacy Policy. Before purchasing the Coins, the Company may require you to complete the Know Your Customer (the "**KYC**") screening policies and procedures. You acknowledge and agree that in this case the Company will check your background and identity as required by applicable laws in connection with certain use of the App/Website, and Services. You hereby authorize the Company to, directly or through third parties, make any inquiry and conduct any investigation it considers necessary or helpful to verify your identity and to take any action it deems necessary or helpful based on the results of such inquiries and investigations.

(d) The KYC procedure consists of verifying the identity document, taking and uploading a selfie and the proof of address. Requirements and instructions for each of the steps are provided to the User on the App/Website. The failure to comply with any of the requirements may result in failure to complete the registration of the account, and therefore placing a bid.

(i) You agree to treat your user credentials (the "**User Credentials**") as confidential information, not to disclose such information to any third party, excluding situations when it is required by applicable law, and promptly update your User Credentials and KYC information in order to guarantee its accuracy and

completeness. You further acknowledge and agree that the Company may, in its sole discretion, refuse to open an account for you and deny you the right to use the App/Website, and Services.

(ii) Your account can only be used by the account registrant. You agree not to allow anyone to use your personal data contained in your application to access applicant specific pages on the App/Website, or facilitate any unauthorized access to our App/Website, and/or Services. If you do share your User Credentials with anyone, that person's activities will be deemed to have been authorized by you. You are responsible for taking the necessary security measures to protect your account and User Credentials and for any acts and omissions that may occur during your use of our App/Website, and/or Services. You agree to notify us immediately if you are aware of or suspect any unauthorized use of your account and password or any other violation of security rules. The Company reserves the right to suspend or block your access to our App/Website, and/or Services upon suspicion of any unauthorized access or use, or any attempt thereof, associated with your User Credentials.

(iii) You understand that, prior to any purchase of Coins, you must transfer the correct quantity of the Accepted Currency following the instructions displayed to you via the App/Website to the Company. This is required exclusively for security reasons and does not constitute the guarantee of receiving the amount of Coins you bidded for. The delivery of Coins can be done only in accordance with Section 4(c)(vi) and Section 6(b) these Terms. The User who fails to complete the payment confirmation does not participate in the Sale.

(iv) Subject to these Terms, the Company will deliver the full amount of Coins you are to receive to your account by the delivery date (the "**Delivery Date**"), which is immediately after determining you as a winner of an auction according to Section 6(b) these Terms. Users acknowledge that under no circumstances Coins subject to the auction can be transferred to an account other than one belonging to a winner. The Company reserves the right to extend the Delivery Date for (i) up to two (2) additional weeks if necessary to address any technical difficulties, (ii) up to one (1) week after you provide a complete and accurate receiving address, and (iii) up to one (1) week after you provide complete and accurate information and documentation for the Company's KYC screening policies and procedures. Notwithstanding above, the Company reserves the right to extend the Delivery Date if it determines, in its sole discretion, that additional time is advisable to analyze KYC information and documentation and conduct related compliance. For the avoidance of doubt, any extension pursuant to these Terms shall not affect the

obligation of the Company and you to make and take delivery, respectively, of purchased Coins. The User is considered an owner of the Coins at the time of delivery of the Coins in the User's account.

(v) In case the Company finds out that any information, provided by the User in part or in whole is false, misleading or in any other way does not correspond to real facts or circumstances, (a) we shall have no obligations to transfer Coins to such User in case they win the auction(s), and such User shall have no rights to demand Coins; (b) the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the winning bid.

(vi) The User may connect an external crypto wallet to his or her account on the App/Website in order to transfer the Coins between such external wallet and the App/Website account. You understand that in case of a coin transfer, the transaction fees may arise, and you agree that any such fees should be borne solely by you.

Where the Coins are stored outside of the App/Website, you cannot use these Coins to participate and obtain any of the NDB blockchain ecosystem's Services.

5. SUPPLY AND THE AUCTION

Up to 1,000,000,000,000 Coins are to be offered for the Sale.

The Coin Sale is undertaken during a certain period of time according to the schedule determined by the Company in its sole discretion, where a specific amount of Coins is being offered for sale to the public (the "**Auction Round**"). We will have 108 Auction Rounds in total. The Company preserves the right to change the number of Auction Rounds at any time it deems it necessary without your prior consent.

The duration of each Auction Round is determined by the Company (the "**Auction Period**") and will be displayed on the App/Website and notified to users through emails. A countdown clock will display the time until the Auction Round ends. You are allowed to bid for the maximum amount of coins offered on the Auction Round. Starting and closing dates of every auction will be delivered to participants via App/Website notification and/or through email, and/or through SMS notification.

In exceptional cases determined by the Company in its sole discretion, we preserve the right to cancel the Auction Round or change the time of the Auction Period without prior notification. Users shall have no rights to bring any claim against the Company arising from such cases.

You may place an auction bid (the “**Auction Bid**”) at any time during the Auction Round. However, you cannot cancel or otherwise withdraw the Auction Bid placed by you after you have successfully submitted it. All the Auction Bid(s) submitted by the User and accepted by us remain binding, and are to be grounds for further rights and obligations subject to these Terms.

The User may increase the Auction Bid at any time during the Auction Round. No Auction Bid will be accepted or can be submitted after the end of each Auction Round.

6. AUCTION BIDS AND SALE

(a) Purchases only through the App/Website and Bidding Procedure

You shall only participate in the Sale through the App/Website or such other unique web address notified to you by the Company, and no other website or place. In the event that you purport to purchase Coins through any website or place other than the App/Website, you acknowledge and agree that: (a) the Company shall have no obligation to deliver, and you shall have no right to receive, any Coins ; (b) the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the Accepted Currency transferred by you through such other website or place; and (c) the Company shall have no obligations to you in any manner or form in respect of such purported purchase.

To participate in the Sale, you will have to: (a) submit the Auction Bid via the App/Website by transferring the correct amount of the Accepted Currency during the Auction Round specifying, inter alia: (i) the price per Coin (the “**Bid Price**”) you are willing to pay for, provided always that such Bid Price shall not, in any event, be lower than the minimum bid price (set by the Company) denominated in such Accepted Currency calculated based on the applicable exchange rate; and (ii) the number of Coins you are bidding for; (b) ensure that: (i) your Participating Digital Wallet or Participating Bank Account remains whitelisted at the time of your submission of your Auction Bid; and (ii) contains Accepted Currency that exceed the aggregate Bid Price of the Coins subject of your Auction Bid. Your Auction Bid will not be accepted if you fail to successfully complete the transfer of the Accepted Currency equal to the denominated price of the Auction Bid.

Where the User has successfully submitted the Auction Bid, including the completion of payment confirmation, and the Company has failed to receive the payment before the end of the Auction Period due to technical issues or delays in transferring of the Accepted Currency, which is beyond our control, the Company shall have no obligation to accept such Auction Bid, and you shall have no right to claim any compensation other than the Accepted Currency transferred to Company's account by you (subtracting any transferring fees, which could be imposed on the Company).

A bid placed at an auction is a binding offer. The bidder shall remain bound by their bid until this is either outbid or rejected by the Company.

It is User's sole liability to ensure that his or her PDW and/or PBA remains whitelisted and valid at all time of using Company's Services, and/or App/Website.

If we find out that your PDW and/or PBA is not whitelisted or valid anymore, the Company has a right to terminate your account. All Auction Bids made by such User are immediately considered invalid and cannot participate in any auction subject to these Terms. In this case, the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the Auction Bid.

The User will be able to participate in auctions and make Auction Bids once his or her PDW and/or PBA is whitelisted and valid again, and recognized as such by the Company.

(b) Determination of the Winner

The winner(s) of the auction(s) will be chosen immediately after the Auction Round. The participant with the highest Auction Bid approved by the Company (the **"Winning Bid"**) will be considered the winner(s) (the **"Winner(s)"**) of the auction(s).

Notwithstanding above, the Company preserves the right to not recognize the User as the Winner of auction(s) where any violation of these Terms took place, and such User knew and/or had to know and/or could foresee the violation.

(c) Losing Bids

Any Auction Bid which is not recognized as the Winning Bid shall be automatically recognized as a losing bid (the **"Losing Bid"**). Users having the Losing Bid can claim back the Accepted Currency transferred in order to submit the Auction Bid. Where the User has claimed the Accepted Currency back in case

of losing the auction, the Company shall transfer the correct quantity of the Accepted Currency back to the User's account within five (5) bank days. In case any transaction fees (if any) incurred in connection with such transfer they shall be borne by the User.

The Company preserves the right to extend the time of transferring of the Accepted Currency back for up to one (1) week in case of any issues which are beyond our control.

(d) Administrative and/or Third-Party Charges

Any bid price shall be exclusive of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with your Auction Bid for your intended purchase of Coins . Any such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with your Auction Bid for your intended purchase of Coins shall be borne by you.

Indicating of transaction fee of any kind will be displayed to the User on the App/Website, when making an Auction Bid. In case of deduction of transaction fee, all additional costs should be carried out by the User.

Any amount(s) of transaction fees recommended on the App/Website or otherwise by the Company through emails/website is only indicative and may not be representative or reflective of the actual amount(s) of transaction fees required for your transfer of Accepted Currency in connection with your Auction Bid for your intended purchase of Coins. Accordingly, there is no assurance that any amount(s) of transaction fees recommended on the App/Website or otherwise by the Company through emails/website will be sufficient for your transfer of the Accepted Currency to be complete prior to the end of the Auction Period.

(e) Attempts to double spend and purchases in violation of laws

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT THERE IS NO ATTEMPT TO DOUBLE SPEND ACCEPTED CURRENCY AND THAT YOUR TRANSFER OF ACCEPTED CURRENCY FOR THE AUCTION BID AND PURCHASE OF COINS IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES.

In the event that the Company discovers, at any time after your acceptance of these Terms and prior to the delivery of Coins, any attempt by you to double spend the Accepted Currency, you acknowledge and agree, regardless of whether

such transfers of the Accepted Currency as the bid price are reflected as successful and complete, will be regarded as invalid and/or void ab initio, and: (a) the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any transfers of such Accepted Currency made by you; (b) the Company reserves the right to make such adjustments as necessary to prevent or otherwise ensure that (i) no transfer of Coins will be made to you, and/or (ii) no withdrawals of Coins may be affected by you, and the Company shall have no obligations in any form or manner whatsoever to you to deliver any Coins or in respect of such attempted Auction Bid and purchase; and (c) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Company and the indemnified persons in connection with or arising from such attempted Auction Bid and purchase, and shall further hold harmless, the Company and the indemnified persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted Auction Bid and purchase.

7. POSSIBLE MIGRATION OF COINS

The Coins are created in the IBEP-20 protocol using the Binance Smart Chain network. However, the Company preserves the right to transfer to other blockchain without obtaining any prior consent from users if it deems it necessary.

Should we decide to migrate the Coins, we may no longer provide support for the previously existing Coins relating to the Binance Smart Chain network except with respect to the migration process.

You acknowledge and agree that in order for you to continue to participate in the NDB blockchain ecosystem or obtain utility from the Coins you may need to convert the Coins you have purchased during the Sale to newly created coins in the future. The Company should facilitate such conversion of Coins and make it accessible to a reasonable degree. However, it is your sole responsibility if you have failed to convert your Coins to the newly created coins.

The Company preserves the right to set a time limitation for the coin conversion in the future.

In case of migration the Company shall notify you about this through the App/Website notification and/or through email. Such a notification should have solely informative purpose, and does not in any case request your consent.

8. ELIGIBILITY, REPRESENTATION AND WARRANTIES

A. By using the Company's Services and accessing the App/Website, you represent and warrant that:

- (i)** You are an individual of legal age in the relevant jurisdiction;
- (ii)** You have full power and authority to accept these Terms and enter into this binding agreement with the Company;
- (iii)** You have not been previously suspended or removed from using the Company's Services;
- (iv)** You have not been placed on any sanction list, such as, but not limited to, the ones published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
- (v)** You have sufficient Acceptable Currency to fulfil your obligations under these Terms;
- (vi)** All information supplied by you is true and accurate.

B. If you are registering to purchase or using the Services on behalf of a legal entity, you further represent and warrant that:

- (i)** Such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- (ii)** You are duly authorized by such legal entity to act on its behalf;
- (iii)** Any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, such as, but not limited to, the ones published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC).

C. By participating in the Sale, you agree to these Terms (including Privacy Policy, Terms of Use and any other policy we can introduce) and in particular, you covenant, agree, represent and warrant that the following are a true and accurate reflection of the basis on which you are purchasing the Coins:

- (i)** You acknowledge, agree and assume that there are restrictions and risks associated with the creation and purchasing of Coins on the App/Website;
- (ii)** You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of Coins, coin storage mechanisms (such as coin wallets), blockchain technology, and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Coins;
- (iii)** You have obtained sufficient information about the Coins, the App/Website, the Company to make an informed decision to purchase the Coins and have otherwise had the opportunity to contact the Company with any questions regarding your purchase;
- (iv)** The Coins do not constitute shares, equities, securities, commodities, swaps on either securities or commodities, or financial instruments or investments of any kind in any jurisdiction. Therefore, you are not purchasing the Coins for any kind of uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- (v)** You understand that the Coins confer only the future right to receive the coin utility and confer no other rights of any form with respect to the App/Website, the Company, or any affiliate thereof (including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights). Your acquisition of the Coins does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- (vi)** Neither the Company nor any of its member, officer, employee, agent or affiliate has provided you with any advice regarding whether the Coins are a suitable purchase for you. You are solely responsible for determining whether the acquisition of the Coins is appropriate for you. You are not relying on any representations or statements made or information supplied by or on behalf of the Company other than information contained in these Terms, the Privacy Policy, Terms of Use and the Whitepaper. In the event of any inconsistency between the

terms provided in the Whitepaper and these Terms, the Terms shall govern;

- (vii)** You are familiar with all related regulations in the specific jurisdiction in which you are based and purchasing the Coins in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- (viii)** You are legally permitted to purchase, receive, possess and make use of the Coins according to the laws that apply in your jurisdiction of domicile and any other relevant jurisdiction;
- (ix)** You are not a citizen or resident of, or located in, a geographic area in which access to or use of the Coins, the offer for sale of the Coins, the sale of the Coins, and/or the acceptance of delivery of the Coins is prohibited by applicable law, decree, regulation, treaty, or administrative act, or you are not a citizen or resident of, or located in, a geographic area that is subject to United States, United Nations, and European Union sanctions or embargoes. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Coins and the App/Website;
- (x)** You are not a citizen, lawful or permanent resident of or domiciled in any jurisdiction or country where the offer for sale or purchase or sale or possession or distribution of the Coins or use would be contrary to any law or regulation, or which would subject the Company, including its affiliates, or any of their products or services to any registration, licensing or other authorization requirements within such jurisdiction or country;
- (xi)** You are not a citizen, resident (tax or otherwise) of a person located or domiciled in, or any entity organized in or owned by certain persons in (i) the United States (including any U.S. Person pursuant to the U.S. Securities Act of 1933 (as amended)), (ii) Canada, (iii) any jurisdiction listed by the Financial Action Task Force as high-risk or with strategic deficiencies; (iv) Cuba, Democratic People's Republic of Korea (North Korea), Iran, Pakistan, Syria, the Government of Venezuela or Crimea or (v) any jurisdiction for or in which the sale of our Coins, or any offer or solicitation in respect of the Coins, would require registration or licensing not obtained by the Company or otherwise would be

unlawful or which restricts or licenses the activities of the kind that can be accessed or used with our Coins;

- (xii)** You are required to represent that you are outside of the United States at the time of agreeing to purchase the Coins, were outside of the United States at the time any offers to sell or any offers to buy the coin were reviewed and will be outside of the United States at any time that you performs your obligations under these Terms;
- (xiii)** You will supply the Company with all information, documentation or copy documentation that it requires in order to allow it to accept your purchase and allocation of the Coins. The supplied information, including, without limitation, your identity and source of funds will not be inaccurate or misleading. You will provide the Company with any additional information which may be reasonably required in order that it can fulfil its legal, regulatory and contractual obligations. You will also notify the Company promptly of any change to the information supplied by you to it;
- (xiv)** You will not purchase the Coins using funds stemming from illegal activities or sources, and will not use the Coins to finance, engage in, or otherwise support any unlawful activities, including but not limited to money laundering or terrorist financing activities;
- (xv)** You understand that the Company is based in Switzerland, and we make no claims that the App/Website, and Services or any of its content is accessible or appropriate outside of Switzerland. Access to the App/Website, and Services may not be legal for certain persons or in certain jurisdictions. If you access the App/Website, and use its Services from outside Switzerland, you do so on your own initiative and are responsible for compliance with local laws.
- (xvi)** Your Accepted Currency will be transferred to the Company from a digital wallet or bank account that will be registered in your name or in the name of a person who is duly authorized by you to transfer the Accepted Currency and is eligible to do it;
- (xvii)** You will comply with any and all applicable legal and tax obligations in your jurisdiction arising from your purchase of the Coins;
- (xviii)** You are acquiring the Coins exclusively for the purpose expressly set out in these Terms. However, you are not restricted to transfer the

acquired Coins to your external crypto wallet(s) as long as this is technically possible;

- (xix) You will not violate or attempt to violate the security of the Company, the App/Website, or the Coins, nor hack into, interfere with, disrupt, disable, overburden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair it.

The Company shall have the right to implement necessary measures to monitor compliance with this Section.

9. KNOWLEDGE REQUIRED / CAPACITY AND EXPERIENCE

PURCHASES OF THE COINS SHALL BE UNDERTAKEN BY INDIVIDUALS, ENTITIES OR COMPANIES THAT HAVE SIGNIFICANT KNOWLEDGE, EXPERIENCE, EXPERTISE, AND UNDERSTANDING OF THE FUNCTIONALITY, USAGE, STORAGE, TRANSMISSION MECHANISM AND INTRICACIES OF COINS AND BLOCKCHAIN SYSTEMS AND SERVICES. YOU SHOULD BE CAPABLE OF EVALUATING THE RISKS INHERENT IN PURCHASING THE COINS AND BE ABLE TO BEAR THE RISK OF LOSS OF YOUR ENTIRE COIN ACQUISITION. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE THE COINS. YOUR PARTICIPATION IN THE COIN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS SECTION AND YOU ARE RESPONSIBLE FOR THE DECISION TO ACQUIRE THE COINS. YOU FURTHER ACKNOWLEDGE AND WARRANT THAT:

A. You have the legal competence and capacity and are qualified and authorized to make such an acquisition decision and, to the extent deemed necessary, you have consulted your own advisors and legal counsel regarding the Sale.

B. You understand that by purchasing the Coins you are subject to and bound by these Terms and expressly acknowledge and represent that you have carefully reviewed these Terms and fully understand the risks, costs and benefits associated with the Sale as well as the mechanism related to the use and storage of Coins . Additionally, you will not hold the Company accountable for any gains or losses that you incur as a result.

C. Undertaking to acquire the Coins in relation to the Sale, you should ensure that you understand how blockchain systems work and that you fully understand that purchase of the Coins involves many risks. Due to the constant

price fluctuations, you will be aware that you may increase or lose value in your assets at any time.

D. The Coins intend to be used inside the NDB blockchain ecosystem or as otherwise expressly referred to in these Terms.

E. The purchase of the Coins is final, non-refundable and cannot be cancelled, except as provided in these Terms.

F. The Coins are not backed by any physical equivalent which you would have any rights or access to.

G. The Company reserves the right to refuse or cancel your Auction Bid at its sole and absolute discretion.

H. The Company shall not be responsible for any loss of the Coins or situations making it impossible to access the Coins, which may result in any actions or omissions of the User or any person undertaking to acquire the Coins. You acknowledge that the Company has no responsibility for any losses that you incur as a direct or indirect result of the usage of the App/Website or any of our Services.

I. These Terms limit the liability of the Company in connection with the Coin Sale.

10. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

By purchasing, owning, and using the Coins, the Company's Services and the App/Website, you expressly acknowledge and assume the following risks:

A. Risk of losing access to the App/Website and the Coins due to loss of private key, key(s), custodial error or user error.

A private key, or a combination of private keys, is necessary to control and dispose of the Coins stored in your account. Losing the requisite private key(s) associated with your account will entail loss of the Coins. Additionally, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Coins. The digital wallet chosen by you to receive and store the Coins, in the event that it has an error, malfunctions, including your own failure to properly maintain or use such digital wallet, may also result in the loss of your Coins as well as the fact that you fail to follow precisely the procedures set forth for buying and

receiving the Coins, including, for instance, if you provide the wrong or incompatible address for the receiving.

B. Internet transmission risks

You acknowledge that there are risks associated with utilizing internet-based digital assets, products and websites including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions, omissions, interruptions or delays you may experience when using the Services, the App/Website, or the Coins .

C. Risk of malfunction of blockchain

Nobody can guarantee the source code used by the Company will be flaw-free. It may contain certain flaws, errors, defects, weaknesses, vulnerabilities, viruses and bugs, which may disable some functionality for you, expose your information or otherwise. The flaws mentioned would compromise the usability and/or security of the Company and consequently bring adverse impact on the value of the Company open source codes to rely on transparency to promote community-sourced identification and solution of problems within the code.

D. Update of the source code

The source code could be updated, amended, altered or modified from time to time by the Company. The precise result of such update, amendment, alteration or modification will not be able to be foreseen or guaranteed which could lead to an unexpected or unintended outcome that adversely affects the Coins and/or the Company operation or market value.

E. Risk of mining attacks

The Binance Smart Chain network and the Coins are susceptible to mining attacks in the course of validating transactions on the blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any attack represents a risk for the Coins, including, but not limited to, the expected proper execution and recording of transactions involving the Coins, and sequencing of software computation.

F. Risk of hacking and security weaknesses

Hackers or other bad actors may attempt to interfere with your digital wallet, the App/Website and the Coins in a number of ways, including, but not

limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Any such attack may result in the theft of your Coins. Furthermore, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the App/Website, which could negatively affect the Coins.

G. Risks associated with markets for the Coins

If secondary trading of the Coins is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the Coins (e.g., as denominated in a digital or Fiat currency), such value may be extremely volatile. You assume all risks associated with such actions, and accept that the Coins are not offered by the Company or its affiliates for investment or speculative purposes.

H. Risks of uninsured losses

The Coins are uninsured and you are responsible for obtaining appropriate private insurance for them. Thus, in the event of loss or loss of utility value, there is no insurance arranged by the Company, to offer recourse to you.

I. Risks associated with uncertain regulations and enforcement actions

The regulatory status of the Coins and blockchain technology is unclear or undeveloped in many jurisdictions and is surrounded by great uncertainty. It is difficult to predict how existing regulation may be applied with respect to such technology and its applications, including the App/Website and the Coins. It is possible that legislatures or regulatory agencies may implement laws, regulations, policies or rules directly or indirectly affecting blockchain technology upon which the Coins are based. Regulatory actions could negatively impact the App/Website and the Coins in various ways (e.g. that the Coins are a regulated instrument that requires registration or licensing), and cause the Company to adjust its operations to comply with applicable law, should that be possible and viable, or to cease offering its services in some or all jurisdictions.

J. Risks arising from taxation

The tax characterization of the Coins is uncertain. You must seek your own tax advice in connection with purchasing the Coins, which may result in adverse

tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

K. Development failure or abortion

Acquiring and storing the Coins involves various risks, in particular, that the Company may not be able to launch some operations and continue developing its App/Website, or Services. Due to the technological complexity and difficulty that may be uncertain, unforeseeable, and/or insurmountable, the development could fail or abort at any time for any reason. Therefore, and prior to acquiring the Coins, any User should carefully consider the risks, costs, and benefits of acquiring the Coins within the Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development network and operations) or any other risks as indicated in the Terms, should not acquire the Coins, at this stage or later.

L. Risk of Dissolution of the Company or App/Website

Due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of the payment currency (or other cryptographic and Fiat currencies), it is possible that decrease in the Coins utility because of the negative adoption of the App/Website, the failure of commercial relationships, or intellectual property ownership challenges, the App/Website may no longer be viable to operate and the Company may dissolve.

M. Forking

Binance Smart Chain network, as most blockchain network software, is open source. Any user can download and modify the open source software without prior authorization of anyone else. However, in case the acceptance of proposed modifications is by less than a substantial majority of the users, this could result in a “fork” of the blockchain network, and consequently the running of two separate versions of the network in parallel and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely affect the operation and the market value of the Coins and in the worst case scenario, could ruin the sustainability of the Company. While

such a fork in the network can be resolved by merging the forked blockchains, success is not guaranteed and could take a long period of time to achieve.

N. Legal Risk concerning Security Regulation

There is a risk that in some jurisdictions the Coins might be considered as a security, now or in the future. The Company does not provide any warranties or guarantees that the Coins are not a security in your jurisdiction. Each User of the Coins shall bear its own legal or financial consequences arising out of the Coins being considered a security in their respective jurisdiction. It is your responsibility to check whether the purchase or usage of the Coins is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use the Coins in any jurisdiction where doing so would be unlawful or subject to any additional requirements or licences the Company has not obtained.

O. Cryptography risks

You acknowledge that the advances in cryptography, such as code cracking or the development of quantum computers, could present risks to all cryptocurrencies, including the Coins. This could result in the theft, loss, disappearance, destruction or devaluation of the Coins. The Company will be prepared to take proactive or remedial steps to update the protocol underlying the Company in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is not possible to predict the future of cryptography or security innovations to an extent that would permit the Company to accurately guide the development of the Company to take into account such unforeseeable changes in the domains of cryptography or security.

P. Unanticipated risks

Blockchain technology and the Coins are part of a new and rapidly evolving industry. Besides the above-mentioned risks, there are other risks associated with your purchase, possession and use of this new and untested technology, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks prescribed in these Terms.

You acknowledge, agree and warrant that you have been warned of the potential risks associated with the use of the Company's Services, App/Website and the Coins as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks. If you have any questions regarding these risks, please contact the Company.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOU ARE PURCHASING THE COINS AT YOUR SOLE RISK AND THAT THE COINS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, ADEQUACY, CORRECTNESS, COMPLETENESS, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, SATISFACTORY, QUALITY, AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE OR TRADE. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE COINS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE COINS WILL BE CORRECTED IN REASONABLE TIME AND THAT THE PROCESS FOR PURCHASING THE COINS WILL BE UNINTERRUPTED OR ERROR-FREE. THE DISCLAIMER CONTAINED IN THIS SECTION MAY NOT APPLY TO YOU IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

12. ANTI-MONEY LAUNDERING

We do not condone the use of our Services for any form of illicit activities. Money laundering methods may appear in a number of sophisticated forms. We will do our greatest to prevent and report any suspicious activities that come to our attention to the relevant legal authorities. By agreeing to these Terms, you consent to the disclosure by the Company of any information about you to the competent authorities upon request in connection with money laundering and similar matters.

- A.** You represent and warrant to the Company that:

- (i) You are not a Prohibited Person;
- (ii) No person or entity that controls, is controlled by or under common control with, you is a Prohibited Person;
- (iii) Neither you nor any person having a direct or indirect beneficial interest in you or the Coins being acquired, are the subject of sanctions administered or enforced by any country or government (collectively, “**Sanctions**”) or are organized or resident in a country or territory that is the subject of countrywide or territory-wide Sanctions; and
- (iv) To the extent that you have any Beneficial Owners:
 - 1. you have carried out thorough due diligence to establish the identities of those Beneficial Owners;
 - 2. based on that due diligence, you reasonably believe that no Beneficial Owner is a Prohibited Person;
 - 3. you hold the evidence of those identities and status and will maintain all of that evidence for at least five years from the date of your complete redemption from the Company; and
 - 4. you will make available that evidence and any additional evidence that the Company may require upon request in accordance with applicable regulations.

B. You acknowledge to the Company that if any of the representations and warranties in the preceding clause ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, the Company may, in accordance with applicable regulations, be obligated to do one or more of the following:

- (i) to take certain actions relating to your holding of Coins;
- (ii) to report that action; and
- (iii) to disclose your identity to any competent authority.

If the Company is required to take any of the actions referred to in the preceding clause, you understand and agree with the Company, that you have no claim against the Company and its affiliates, directors, members, partners,

shareholders, officers, advisors, employees and agents for any damages as a result of any such actions.

13. LIMITATION OF LIABILITY

You acknowledge and agree that, to the fullest extent permitted by any applicable law, the disclaimer of liability contained herein apply to any and all damages or injury whatsoever caused by or related to (i) use of, or inability to use the Coins or (ii) the Company under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort, including negligence, and that the Company shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, loss of goodwill, or loss of data. This applies even if such damages are foreseeable. You acknowledge that the Company is not liable for the conduct of third parties, including other purchasers of Coins, and that the risk of purchasing and using the Coins rests entirely with you. To the maximum extent permissible under applicable law, under no circumstances will the Company be liable to you for more than the amount paid to the Company for the purchase of the Coins. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the limitations of this Section may not apply to you. However, the limitation of liability set above shall not be applicable for damages arising from any gross negligence, fraud, willful misconduct or intentional violation of law of the Company's team.

14. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify and hold the Company, and its past, present and future contractors, directors, officers, employees, agents, suppliers, licensors, consultants, equity holders, vendors, service providers, legal and financial advisers, parent companies, subsidiaries, affiliates, representatives, predecessors, successors and assigns, harmless from and against any claims, actions, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees, fines and penalties incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to or arising from your purchase of the Coins or use of the Company's Services, App/Website, the Coins; your breach of these Terms or any other liabilities

arising out of your use of the Services, App/Website and Coins or the use by any other person accessing the Services, App/Website, the Coins using your computer or any other such device and/or your personal data; your violation of any rights of any other person or entity in connection with these Terms; third-party claims concerning these Terms or you thereof. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section, including choice of legal counsel. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between you and the Company.

15. PRIVACY AND SECURITY

The Company is committed to protecting and respecting your privacy. The Company will safeguard your information using technical and organizational security measures to mitigate the risks of loss, misuse, unauthorized access, disclosure, and alteration. The Privacy Policy, setting out the basis on which any personal data will be processed by the Company, can be found at our website. You acknowledge that you have read and understood this Privacy Policy.

However, you remain responsible for the security and confidentiality of your wallet, vault, or other storage mechanisms you use to store the Coins purchased from the Company, including any private key(s) or other credentials. In case that you lose your private key(s) or other access credentials, you may also lose access to your Coins. The Company will not be responsible for any losses, costs, or expenses relating to lost access credentials.

16. LINKS TO OTHER WEBSITES

The Company's Services and App/Website may include links to third party websites, third party wallet providers or other service providers. The Company has no influence on the content of these site links. If you use any links made available through the Company's Services or App/Website to reach other websites not maintained by the Company, you will leave the Company's App/Website. The linked websites are not under the control of the Company therefore the Company is not responsible for the content and actions of any linked website, or any link contained in a linked website. The linked websites are governed by the terms and conditions of those websites.

The Company shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through third party websites. The Company provides these links only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by the Company of third party websites, nor does it imply that the linked third party websites recommend, approve of, or endorse the Company.

17. ELECTRONIC COMMUNICATIONS AND NOTICES

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that the Company provides in connection with your purchase of the Coins and use of the Company's Services, App/Website and the Coins. You acknowledge and agree that the Company will provide such communications to you by posting them on its App/Website, or by emailing them to you at the email address you provided, or by SMS notification at the phone number you provided, and that you shall not be entitled to receive any information from the Company in paper format. Any email and SMS communication will be considered to be received by you within 24 hours after we send it to you and communication via our App/Website will be effective upon posting. It is your responsibility to maintain copies of electronic communications and keep your email address and phone number with the Company up to date so that the Company can communicate with you electronically. You can update your details at any time after logging into your account.

You understand and agree that if the Company sends you an electronic communication, but you do not receive it because your email address or mobile phone is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, the Company will be deemed to have provided the communication to you.

If you do not have reliable access to the internet or email, you should not acquire the Coins. You accept that such electronic communications may not be secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted, or interfered with or without the knowledge of the sender or the intended recipient. The Company makes no warranties in relation to these matters. The Company reserves the right

to intercept, monitor, and retain email messages to and from their systems as permitted by applicable law. If you have any doubts about the authenticity of an electronic communication purportedly sent by the Company, you should contact the purported sender immediately.

18. INTELLECTUAL PROPERTY RIGHTS

The Company owns and retains all rights, titles, and interests in all of the Intellectual Property related to the Company, App/Website, the NDB blockchain ecosystem, the Coins and Services and your Auction Bid and purchase of Coins, including, but not limited to, inventions, ideas, concepts, code, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, utility models, moral rights, database rights, rights in designs, copyright and neighbouring and related rights, trademarks and service marks, software, know-how, analysis or programs, business and domain names, whether or not patentable, copyrightable or protectable in trademark, registered or unregistered, and any trademarks, copyright or patents based thereon.

You shall not use, attempt to use, copy, imitate, modify, reproduce, adapt, produce derivative works, transfer, distribute, display or quote any of the Company's Intellectual Property for any reason without the Company's prior written consent and you agree that the Company's Intellectual Property shall be used only as provided in these Terms. Under no circumstances will these Terms be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these Terms. All rights not expressly granted herein are reserved and the Company will pursue its legal responsibilities for any unauthorized use of its Intellectual Property.

19. TERM AND TERMINATION

Upon termination of this Agreement, all of your rights under this Agreement shall immediately terminate and have no further force and effect. However, any obligations and sections which by their nature should survive, shall be valid also after the termination of this Agreement.

A. The User is free to terminate this Agreement by requesting to delete the User's account on the App/Website. In case of such request, the Company should terminate the User's account within fourteen (14) bank days. Any

obligations of the User existed before the request should be immediately performed by you. It is User's responsibility to provide evidence of absence of any uncompleted obligation towards the Company. Should the User fail to do so, the Company may deny the request to delete the account, and take any legal actions it deems necessary to ensure the performance of the obligation.

There should be no refunds of any kind in case of termination of the account by the User's request. It is your sole responsibility to ensure the utilization of your existing Coins.

B. The Company may at its sole discretion reject your account by written notice, at any time prior to your purchase of the Coins, without liability, for any reason including, but not limited to:

- (a)** The Company is unable for any reason to continue to provide you with the services;
- (b)** In the Company's opinion, there are any security reasons or concerns;
- (c)** It is required by a regulator, court or otherwise by law;
- (d)** The Company deems it necessary in its absolute discretion.

In the event of a termination pursuant to this paragraph, the Company shall cause its payment services provider to return promptly the rejected money to you without deduction, offset or interest accrued thereon. All of your rights under these Terms shall immediately terminate.

C. The Company reserves the right to restrict, suspend and/or terminate your access to its Services, and/or App/Website and delete all related information and files related to your use of the Company's Services and the App/Website, in its sole discretion, at any time, without giving you prior written notice, without liability to them, in case of breach of these Terms, including but not limited to :

- (a)** The Company thinks or suspects that our blockchain ecosystem has been used fraudulently or in an unauthorized way or you have in any way breached any of the terms stipulated in these Terms;
- (b)** Your actions have created or resulted in harm, risk, or possible legal exposure for the Company or other users of our Blockchain ecosystem.

In the event of termination under this paragraph, you shall not be entitled to any refund of any amount paid to the Company in connection with these Terms.

The Company will let you know of any suspension or termination within a reasonable time, however, it is not in any way obligated to indicate the reasons.

20. TAXES

All fees and charges payable by you to the Company are exclusive of all applicable taxes and tax consequences may arise for you by the purchase of the Coins. You are solely responsible and liable for complying with any tax obligations, such as withholding, collecting, reporting, and remitting the correct taxes to the appropriate tax authorities. We bear no liability or responsibility for determining any tax implications connected with our Services, App/Website or the Coins and make no representation as to the tax implication of any jurisdiction. You agree to comply with all applicable tax obligations arising from the Coin Sale in all applicable jurisdictions and you acknowledge and agree that you shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from their underpayment, undue payment or belated payment of any applicable tax. By purchasing the Coins, and to the extent permitted by law, you agree not to hold any of the Company, its directors, officers, employees, agents, affiliates, shareholders, or advisors liable for any tax liability associated with or arising from the purchase of the Coins.

21. MISCELLANEOUS

Entire agreement. These Terms constitute the entire agreement between you and the Company with respect to the Coin Sale, as well as the use of the Coins, the App/Website and the Services. You agree to rely only on these Terms in determining purchase decisions and understand that they supersede all prior and contemporaneous understandings between you and the Company regarding the subject matter, especially regarding the Coins, App/Website and the Services.

Severability. If any provision of these Terms shall be held to be invalid, void, or unenforceable for any reason or to any extent, in whole or in part, the remainder of these Terms shall continue to be valid and enforceable, and the invalid, void or unenforceable provision will be given effect to the fullest extent permitted by law.

Waiver. The Company failure to require or enforce strict performance by you of any provision of these Terms or failure or delay of the Company in exercising or enforcing any right, provision, power or privilege under these Terms shall not operate as a present or future waiver, nor limit the Company's right to enforce such right or provision at a later time. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these Terms nor be legally binding.

Right of modification. The Company reserves the right, in its sole and absolute discretion, to change, modify, add, or remove portions of these Terms at any time. Any changes shall become effective immediately upon being posted. Accordingly, you shall review the Terms whenever accessing, linking to, or using the Company's Services or App/Website. If the modifications constitute a material change to the Terms, you will be notified by the posting of an announcement on the App/Website. By continuing to use the App/Website and Services after modifications have been posted, it is denoted that you acknowledge and agree to the latest version of these Terms. If you do not agree to the modifications of these Terms, you shall stop using the Company's Services and App/Website.

Assignment. These Terms shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, executors, administrators and legal representatives. You shall not assign or transfer any of your rights or obligations under these Terms without the Company's prior written consent, including any right or obligation related to the enforcement of laws or the change of control. Any assignment or transfer in violation of this paragraph will be void and of no effect. The Company may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, to any third party at any time without notice or obtaining your prior written consent or approval. No limitations should be imposed on us in relation to transfer of rights and/or obligations. In case the User had any unperformed obligations towards the Company before the transfer of its rights and/or obligations, such User shall perform them towards the Company's successor.

Third party rights. Except expressly stated in these Terms, a person or an entity who is not a party to these Terms has no right under any law to rely upon, or enforce, any provision of these Terms.

Language. The official version of the Company's communications is only in the English language. The official version of these Terms is done in the English

language. You acknowledge that exclusively for the purpose of convenience these Terms might be translated into languages other than English. You acknowledge and agree that in the event of conflict or ambiguity or any differences in translation the English version shall prevail.

Applicable law. These Terms shall be governed and construed in all respects, including as to validity, interpretation and effect, by the laws of Switzerland. All disputes, claims or controversies between you and the Company arising out of or in connection with the interpretation or implementation of these Terms or relating in any way to these Terms or to your relationship with the Company, as a User of the Company's Services shall be finally settled in the courts of Switzerland.

Force Majeure. The Company shall not be responsible or liable for any loss or damage arising out of or caused by, directly or indirectly, forces beyond its control (the "**Force Majeure**"), including, without limitation, flood, extraordinary fire, nuclear or natural catastrophes or acts of God, acts of war or terrorism, insurrection, riot, labor dispute, accident, government or regulatory orders, quarantine, restrictions, communications, power failure, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, unavoidable casualty, delays in delivery of materials, embargoes, civil or military disturbances, acts by common carriers, emergency conditions, security issues arising from the technology used, failure of Binance Smart Chain network or any other similar platform and service, or any other cause beyond the Company's reasonable control. If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or in part, for the duration of the Force Majeure circumstances. The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

Cooperation with legal authorities. You acknowledge and agree that the Company may cooperate with authorities in order to meet any legal, regulatory, or governmental request, including, but not limited to, law enforcement inquiries, subpoenas, and court orders, provided that they are fully supported and documented by the law in the relevant jurisdictions in the Company's judgment.

Contacting us. For more information about the Company, or if you have any questions about these Terms or wish to contact us for any other reasons, you may send an email to info@ndb.technology. All given notices must be in the

English language. We address all complaints in line with the rules and regulations that apply to our Services and we will do our best to fix any issues.

DEFINITIONS

Accepted Currency - is fiat money or cryptocurrency accepted by the Company as payment currency subject to the Coin Sale.

Auction Bid - is an amount of the Accepted Currency, placed by the User as a bid subject to the Coin Sale.

Auction Round - every time frame in which a specific amount of Coins is being offered for sale to the public under these Terms.

Auction Period - is the duration of each Auction Round determined by the Company in accordance with these Terms.

Beneficial Owners - for the purpose of Section 11 of these Terms, the definition includes, but is not be limited to the following: (i) shareholders of a Company; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund of funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an Individual Retirement Account; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person represented by the User in an agency, representative, intermediary, nominee or similar capacity.

Delivery Date - is the date determined the User receives the full amount of Coins he/she purchased in accordance with Section 4(c)(vi) of these Terms.

Force Majeure - is any event caused by, directly or indirectly, forces beyond the control of the Company.

Know Your Customer - is the special procedure our Company does in order to verify the identity of our users.

Losing Bid - is any submitted and accepted bid other than the Winning Bid.

NDB blockchain ecosystem - is a system of interactions between our users, partners and affiliates based on the blockchain technology.

Participating Digital Wallet - is the whitelisted digital wallet belonging to the User and accepted by the Company, used to store and make transactions with the digital currency.

Participating Bank Account - is the whitelisted bank account belonging to the User and accepted by the Company, used to store and make transactions with fiat money.

Pool - is the mechanism used for the coin to gather and measure intention from individuals and organizations for us and our partners.

Prohibited Persons - for the purposes of Section 12 any persons or entities that are acting, directly or indirectly: (a) in contravention of any international laws and regulations, including anti-money laundering regulations or conventions; (b) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on relevant lists, such as, but not limited to, the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); (c) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the Company, after being specifically notified in writing that the User is such a person, conducts enhanced due diligence, and determines that such acquisition shall be permitted; or (d) for a foreign shell bank.

Sale - is the sale of Coins conducted in accordance with these Terms.

User Credentials - consists of the username and the password authentication key bounded to a particular User's account.

Winner - is the person placed the highest Auction Bid accepted by the company and further recognized as a Winning Bid.

Winning Bid - is the highest Auction Bid approved by the Company.