

## TERMS AND CONDITIONS – ASILI COFFEE GROUP FOUNDATION and BEAN YOU token allocation.

### 1. Introduction

- 1.1 These terms and conditions (the “**T&Cs**”) govern the basis on which you, (“**you**” or the “**Contributor**”), can make a contribution (a “**Contribution**”) to the Asili Coffee Group Foundation (“**we**” or “**ASILIF**”).
- 1.2 These T&Cs also set out the procedure for the subsequent allocation to you of transferable cryptographic blockchain-based digital information units, each called a Bean You token (“**BEANYOU**”) which is a derivative of the Seratio Token (“**SER**”). The Seratio Token has been established on the Ethereum Network, but the BEANYOU token is on the Solana network. These T&Cs also cover the purchase of intangible Real World Assets (**iRWA**).
- 1.3 You need to read these T&Cs carefully, and should keep a copy for future reference.
- 1.4 We have defined terms in these T&Cs as they are used. However please note the following definitions:

**Collaborating Entity:** ASILIF has separate agreements to provide contracted services and BEANYOU POINTS to other Collaborating Entities including the farms. Where there is no Collaborating Entity contributions will be fully held by ASILIF.

**Fiat Money:** This means fiat money that is money made legal tender by a government decree.

**BEAN YOU POINTS:** We have devised a separate non-financial token, the BEAN YOU POINTS which is a derivative of the Microshare (MCR), a token based on the Ethereum Chain Network which represents the transaction of a non-financial attribute value for example gained through volunteering, ESG (Environmental Social Governance), social credits, being a care giver, buying products with positive provenance, shopping in the “good” retailer, and similar activities. BEAN YOU POINTS can be transacted through the BEANYOU/iRWA but do not have to be featured in any BEANYOU transaction as a rule and are simply optional. Similarly, BEANYOU could only transact BEAN YOU POINTS on some occasion, with no financial value. The Bean You Platform will be a ledger for both financial value and Bean You Points. Bean You points can be credited to your BEANYOU-Wallet through many ways including physical loyalty cards. They can also be transferred into other reward mechanisms to gain benefit. Bean You Points are a feature and store of non-financial value. They can be used as a discount or gifted in their own right;

**BEANYOU:** This is a transferable cryptographic blockchain-based digital information unit token . BEANYOU is a token designed to transact your financial value based on the non-financial values that you hold. such as “good” beliefs. BEANYOU does not represent or constitute any ownership right or stake, share or security or equivalent right in or relating to ASILIF, the Bean You platform, and/or any software, any public or private company, corporation, entity or property; and

**Bean You Platform:** This platform is planned to be developed from the proceeds of the contributions to us. The platform will have the capability to record a non-financial score/attribute as part of any transaction.

**Bean You Wallet:** is the initial repository for BEANYOU and Bean You Points.

**Software:** this refers to the underlying software application and software platform BEANYOU is based on, including the Bean You Platform the BEANYOU-Wallet and the Ethereum or Solana Network, as well as any other relevant software, technology and technical concepts.

**Intangible Real World Assets:** this is the tokenization of intangible real world assets (**iRWA**) such as ESG (Environmental Social Governance) rights attributed to a tangible asset. It does not apply to the tokenization of tangible Real World Assets.

**Social Impact:** This is the social impact as measured by the Social Earnings Ratio®. The value of BEANYOU token is a function of the social impact received by the participating farms participating in the iRWA.

## 2. **Risks of making a Contribution**

2.1 You should only make a Contribution in return for BEANYOU if you are happy with the risks of doing so. We are undertaking a relatively new type of fundraising. There may, therefore, be unforeseen risks of which we are currently unaware.

2.2 The usual risks involved in making this type of Contribution, and with the allocation, use and ownership of BEANYOU are set out below. You should read these carefully and only make a Contribution if you are comfortable with accepting these risks:

2.2.1 **Risk of software weaknesses:** The Software is still in an early development stage and unproven. This means that:

2.2.1.1 we cannot warranty that the process for receipt, use and ownership of BEANYOU will be uninterrupted or error-free; and

2.2.1.2 there is an inherent risk that the software and related technologies and theories we use could contain weaknesses, vulnerabilities or bugs ("**Glitches**"). Glitches could cause, inter alia, complete loss of BEANYOU and/or Ethereum/Solana Network.

2.2.2 **Regulatory risk:** crypto-currency and the underlying blockchain technology is currently subject to relatively light regulatory oversight. This is, however, subject to change. In the future, certain regulators or other governmental authorities may impose or extend regulations which could apply to either of these technologies. These regulations may have a negative impact on the current set-up of BEANYOU or the underlying Ethereum or Solana Network on which BEANYOU is based. These regulations could result in substantial modifications of the Software. There is also a risk that regulatory developments could cause their termination and the consequential loss of your BEANYOU.

2.2.3 **Risk of abandonment / lack of success:** The allocation of BEANYOU and the development of the Bean You Platform may be abandoned for a number of reasons, including:

- 2.2.3.1 lack of interest from industry;
- 2.2.3.2 lack of interest from the public;
- 2.2.3.3 lack of funding; or
- 2.2.3.4 lack of commercial success or prospects (for example, as a result of competing projects).

This means that, even if the Bean You Platform is partially or fully developed and launched, you may not receive any functionality through the BEANYOU or Bean You Points you hold.

- 2.2.4 **Risk of loss of private key:** BEANYOU may only be accessed using a private key that corresponds to the address at which it is stored. If your private key, or the "seed" used to create your address and corresponding private key is lost or stolen, your BEANYOU associated with that address will be unrecoverable and will be permanently lost.
- 2.2.5 **Risk of theft:** The Software may be attacked by hackers or other individuals. If successful, such attacks could result in the theft or loss of BEANYOU, or the theft or loss of your Contributions, as well as impact our ability to develop and launch the Bean You Platform.
- 2.2.6 **Risk of blockchain mining attacks:** As with other public blockchain-based systems that depend on independent miners, the Ethereum Network may be susceptible to mining attacks. These attacks may occur in a wide range of forms, and include but are not limited to:
  - 2.2.6.1 double-spend attacks,
  - 2.2.6.2 majority mining power attacks,
  - 2.2.6.3 "selfish-mining" attacks, and
  - 2.2.6.4 race condition attacks.

Any successful attacks are a risk to the Ethereum or Solana Networks, the expected proper execution and sequencing of BEANYOU transactions, and the expected proper execution and sequencing of software computations.

- 2.2.7 **Liquidity risk:** Bean You is a new form of token currency and so market liquidity is not guaranteed and the value of Bean You over time (if any) may experience extreme volatility or depreciate in full. Lack of liquidity may cause difficulty in obtaining value should you decide to sell BEANYOU, or indeed may make it difficult for you to sell your BEANYOU at all;
- 2.2.8 **General economic risks:** Please be aware that the value of BEANYOU can fall as well as rise. You may not get back the full amount of your Contribution should you sell your BEANYOU. The value of BEANYOU may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other cryptographic tokens is not necessarily a guide to the future performance of BEANYOU.

- 2.3 As long as we have acted in good faith, we do not accept responsibility for any of the risks set out above, to the maximum extent allowed by law, as we view you accepting these as part of your decision whether to make a Contribution.

### 3. **Audit of the BEANYOU Token Code**

- 3.1 Technical experts have, on a reasonable efforts basis, audited and approved the Software and BEANYOU/iRWA code with regard to their functionality, accuracy and security standards. Those experts have confirmed the BEANYOU Token Code (the "**Code**") has been programmed according to the most currently available security practices and standards.
- 3.2 However, the software and technology that we have used is still in an early development stage. Its application is of an experimental nature which carries significant operational, technological, financial, regulatory and reputational risks.
- 3.3 Therefore, while the audit raises the level of security and accuracy, you understand and accept that it does not amount to any form of warranty, either direct or indirect, that the Code does not contain any weaknesses, vulnerabilities or bugs which could cause, for example, the complete loss of BEANYOU and/or Ethereum/Solana Networks.

### 4. **Conditions for making a Contribution**

- 4.1 You may not make a Contribution if you are a US citizen, or a person or entity permanently resident in the US or any of its territories. In the event you do make a Contribution where you are any of the above, you accept any and all risks, costs and damages associated with making a Contribution.
- 4.2 When you make a Contribution, or otherwise receive, use or hold BEANYOU, you may only do by accepting the following conditions and, by doing so, you represent that the following are a true and accurate reflection of the basis on which you are making the Contribution:
- 4.2.1 unless we otherwise agree in writing, we have not provided you with any advice regarding whether BEANYOU or iRWA is a suitable investment for you;
  - 4.2.2 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
  - 4.2.3 you are legally permitted to receive and hold and make use of BEANYOU in your and any other relevant jurisdiction;
  - 4.2.4 you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your Contribution and allocate BEANYOU/iRWA to you;
  - 4.2.5 you are legally permitted to receive software, including the Software and to make a Contribution;
  - 4.2.6 you have not supplied us with information relating to your Contribution or otherwise which is inaccurate or misleading;

- 4.2.7 you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- 4.2.8 you will notify us promptly of any change to the information supplied by you to us;
- 4.2.9 you are of a sufficient age to legally obtain BEANYOU/iRWA, and you are not aware of any other legal reason to prevent you from obtaining BEANYOU/iRWA;
- 4.2.10 you take sole responsibility for any restrictions and risks associated with receiving and holding BEANYOU/iRWA, including but not limited to these set out in Section - Risks of making a Contribution;
- 4.2.11 by making a Contribution you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- 4.2.12 you are not obtaining or using BEANYOU/iRWA for any illegal purpose, and will not use BEANYOU/iRWA for any illegal purpose;
- 4.2.13 you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the Contribution to ASiLiF, with the allocation of BEANYOU/iRWA and with the operation of the Bean You Platform;
- 4.2.14 your Contribution and the allocation of BEANYOU/iRWA do 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;
- 4.2.15 to the extent permitted by law and provided we act in good faith, we make no warranty whatsoever, either expressed or implied, regarding the future success of BEANYOU/iRWA, the Bean You Platform and/or the Ethereum/Solana Networks.
- 4.2.16 you accept that BEANYOU/iRWA is created and you obtain BEANYOU/iRWA on an "as is" and "under development" basis. Therefore, provided we act in good faith, you accept that we are providing BEANYOU/iRWA without being able to provide any warranties in relation to BEANYOU/iRWA including, but not limited to, title, merchantability or fitness for a particular purpose; and
- 4.2.17 you accept that you bear sole responsibility for determining if:
  - 4.2.17.1 the Contribution,
  - 4.2.17.2 the allocation, use or ownership of BEANYOU/iRWA,
  - 4.2.17.3 the potential appreciation or depreciation in the value of BEANYOU/iRWA over time, if any,
  - 4.2.17.4 the sale and purchase of BEANYOU/iRWA; and/or
  - 4.2.17.5 any other action or transaction related to the Bean You Platform and Ethereum/Solana Networks

have tax implications. To the extent permitted by law, you accept that by making a Contribution, and/or by receiving, using or holding BEANYOU/iRWA, you may not hold us or any party associated with us (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from such Contribution, or the allocation, use or ownership of BEANYOU/iRWA, or any other action or transaction under these T&Cs.

## 5. **Procedure for allocating SER**

- 5.1 ASILIF will allocate BEANYOU/iRWA to you if you make a Contribution during the Contribution Period. One BEANYOU shall be allocated for the amount (or equivalent amount, see section 5.9) of US \$1.00. Any discount allowable is at the discretion of the Collaborating Entity. Where there is no Collaborating Entity, ASILIF may allow a discount. All Contributions are non-refundable.
- 5.2 You may make a Contribution between 01 September 202 at 00.01 UK time until 23.59 UK time on 31 August 2026 (the "Contribution Period"). However, we may, during this period, if we believe it is needed for security reasons, pause the contribution function until the security issues have been resolved.
- 5.3 You may make a Contribution using the following currencies and crypto-currencies:
  - 5.3.1 Bitcoin BTC
  - 5.3.2 Ethereum ETH
  - 5.3.3 Ethereum Classic ETC
  - 5.3.4 Fiat Money
  - 5.3.5 MPesa
- 5.4 The minimum Contribution you can make will be US\$5.
- 5.5 There is no cap regarding the amount of Contributions you can make.
- 5.6 Contributions will be accepted by us via the official fundraising site [www.beanyou.com](http://www.beanyou.com). If you decide to use or participate via an exchange or other intermediaries this is solely at your own risk and we accept no responsibility for these entities.
- 5.7 It is your sole responsibility to provide all necessary information to us to allow us to both open a Bean You compatible Wallet for you to enable us to deliver BEANYOU to you.
- 5.8 Upon you making a successful Contribution, we will record information regarding the quantity of BEANYOU that we will allocate to you in proportion to your iRWA Contribution (including any eligible discount award). This amount will be confirmed to you by email. If your Contribution is in a currency other than USD, we will calculate the amount of the Contribution on the basis of the relevant exchange rate, as set out in section 5.9.
- 5.9 If you make a non-dollar Contribution, we will calculate the exchange rate using the historical exchange rate of the Fiat Money or crypto-currency you used at approximately the time of the Contribution. We will determine the rate of

exchange based on leading exchange and FX data providers chosen at our discretion on a best effort basis.

- 5.10 We will use best endeavours to comply with the allocation of BEANYOU tokens within 52 weeks of your Contribution, however this is subject to Section 2, Risks of making a Contribution.
- 5.11 We will also issue Bean You Points in recognition of Contributions. Bean You Points functionality will be developed and released in full or in parts at our discretion. We will make reasonable efforts to comply with the target date of 31 August 2026 for the Bean You Points issue and 31 August 2026 for the Bean You platform Launch.

## **6. Non-acceptance of a Contribution**

6.1 We reserve the right not to accept a Contribution from you if:

- 6.1.1 to do so may involve us or you in a breach of legal and/or regulatory requirements; or
- 6.1.2 we believe on reasonable grounds that to do so would be impracticable or against your interests; or
- 6.1.3 to do so would run the risk of us suffering financial loss.

6.2 We will endeavour to inform you promptly if such circumstances arise.

## **7. ASILIF Project Execution**

7.1 We maintain our sole discretion to decide how to use received Contributions to develop and execute the ASILIF Project and Bean You Platform.

7.2 You accept that if you make a Contribution, this will not give you any influence over the governance of ASILIF as a result.

7.3 Any contribution shared with a Collaborating Entity may be used by that Collaborating Entity at their sole discretion. ASILIF has no management responsibility or ownership once the funds have been shared.

## **8. Communication**

All communications between you and us will be in English. We may communicate with you by email and you may communicate with us by email, in accordance with procedures notified to you by us (including security procedures and use of passwords).

8.1 You accept that any email correspondence is deemed to have been received at the time we access it. You accept that there may be a delay in responding to correspondence received via email. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of its not reaching the intended recipient.

8.2 Although we take all reasonable care to ensure all electronic communications and attachments we send to you are free from any known virus or bug, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programmes, data or other material due to your use of our service.

8.3 We may record and monitor conversations we have with you for training, quality control, security purposes and/or where that is required by our legal and regulatory compliance obligations. We will keep a record of all communications (which may include your personal information) for as long as required by law.

## **9. Taxation and other costs**



- 9.1 We do not provide, nor do we accept responsibility for, legal, tax or accounting advice. Tax treatment depends on your individual circumstances and may be subject to change in the future. Please note that taxes and costs may exist that are not paid via us or imposed by us.
- 9.2 You have sole responsibility for determining if your Contribution, the allocation, use or ownership of BEANYOU, the potential appreciation or depreciation in the value of BEANYOU over time (if any), the sale and purchase of SER and/or any other action or transaction related to the Bean You Platform and Ethereum/Solana Network have tax implications for you. By taking any of these actions, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from them.
10. **Exclusion from liability**
- 10.1 None of ASILIF, any developers, auditors, contractors or founders and/or the Bean You Platform operators accept any liability in relation to use of, or inability to use Bean You or any BEANYOU compatible Wallet or Software to the maximum extent permitted by law, including as a result of any negligence or breach of contract, so long as such individuals have acted in good faith.
- 10.2 In addition, you acknowledge that ASILIF and the developers, auditors, contractors or founders of BEANYOU or the Bean You Platform are not liable, and you agree not to seek to hold them liable, for the conduct of third parties, including other creators of BEANYOU, or for any regulatory implications or liability associated with or arising from your allocation, ownership or use of BEANYOU or any other action or transaction in relation to the Bean You Platform and/or the Ethereum/Solana Network. As such, you acknowledge that the risk of creating, holding and using BEANYOU rests entirely with you.
- 10.3 Please note, however, that the above does not limit or exclude liability for fraud or death or personal injury.
11. **Personal Information**
- 11.1 For the purposes of these T&Cs, ASILIF is the data controller (as that term is defined in the Data Protection Act 1998 ("**DPA**")) of the personal information that you provide to us or which we otherwise process under these T&Cs. This is because ASILIF (either acting alone or jointly with others) determines why and how your personal information is processed and otherwise used in connection with your Contribution and BEANYOU token allocation. By personal information, we mean information which, either by itself or when combined with other information that we hold or which is available to us, can be used to identify you. Our contact details are below if you have any queries about this.
- 11.2 ASILIF will use your personal information to liaise with you in relation to your Contributions and BEANYOU token allocation under these T&Cs. ASILIF will process the following personal information in connection with your Contribution and BEANYOU token allocation and Bean You Wallet: your full name, your contact details (such as your email address). ASILIF will process your personal information to administer your Contribution, and for the purpose of the BEANYOU token allocation and Bean You Points allocation by ASILIF. Depending on how you make your Contribution (whether online via [www.beanyou.com](http://www.beanyou.com) or through a third party) ASILIF may collect this personal information directly or indirectly. ASILIF may disclose your personal information with third parties including sub-contractors acting on our behalf such as back-up and server hosting providers, our IT software and maintenance providers and member(s) of ASILIF's group of

companies who are relevant to what we do under these T&Cs. Where ASILIF or any such third parties process your personal information outside the European Economic Area, steps will be taken to ensure that adequate levels of protection as are needed under the DPA apply are maintained.

- 11.3 ASILIF may disclose your personal information to any Government or regulatory body, or to law enforcement agencies (such as the police) where required for compliance with laws and/or regulatory requirements, or for the prevention or detection of crime. In addition, ASILIF may share your personal information with our legal and professional advisors and with third parties in relation to any business restructuring such as purchasers of our business or assets (as relevant). It may be shared with tax authorities ("HMRC") and with courts where permitted or required under applicable laws.
- 11.4 Under the DPA you have the right to request from ASILIF a copy of any of your personal data that we hold by making a Subject Access Request (**SAR**). You can make a SAR by writing to us by post or by email (see below). A nominal statutory fee of GBP10 may apply.
- 11.5 ASILIF may use your contact information for marketing its respective similar products or services or those of ASILIF's group of companies. Contact may be by SMS text, post, telephone or e-mail subject to appropriate prior consents, where necessary. If at any point you decide that you do not want us to use your information in this way, please let us know by contacting us using the details below. ASILIF may share your contact information with companies in its group where it has your consent to do this.

## 12. **Miscellaneous**

- 12.1 The law of England and Wales applies to these T&Cs and any agreement you enter with us under them. Any dispute arising out of or in connection with the ASILIF fundraise, the creation of the BEANYOU and the development and execution of the Bean You Platform shall be exclusively and finally settled by the ordinary courts of England and Wales.
- 12.2 If any portion of these T&Cs is found illegal or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these T&Cs, which shall continue to be in full force and effect.
- 12.3 All contributions, the contribution procedure, the BEANYOU creation and iRWA allocation are considered to be executed in the UK.
- 12.4 These T&Cs govern the Contributions, and the allocation, use and holding of BEANYOU, and supersede any other public statements about the launch of Bean You Platform and/or BEANYOU made by anyone.
- 12.5 No other document or communication may modify or add any additional obligations or covenants on us beyond those set forth in these T&Cs document, unless we explicitly state otherwise in that document.
- 12.6 This document is for information purposes only. It does not constitute a prospectus of any sort, is not tended as a solicitation for investment and does not pertain in any way to making a regulated offer of securities in any jurisdiction.

- 12.7 ASILIF is not an authorised firm listed by the UK Financial Conduct Authority and neither the contribution nor the BEANYOU is offered as an FCA regulated product or service.
- 12.8 Making a Contribution, and/or by receiving, using and holding BEANYOU, will in no way create any form of partnership, joint venture or any similar relationship between you, us and/or any other individuals or entities involved with ASILIF.
- 12.9 You may not act on behalf of any other natural or legal person when making a Contribution, including but not limited to acting as agent or trustee for or on behalf that other person.
- 12.10 You may not assign or transfer any of your rights or responsibilities in relation to your account with us.
- 12.11 Unless and to the extent we agree otherwise in writing, a person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

---

#### **Further information**

It is important to us that you understand the terms of your Contribution and receipt of BEANYOU and iRWA. If you have any questions or complaints please let us know by emailing [dataprotection@cceg.org.uk](mailto:dataprotection@cceg.org.uk), or contacting us at Data Protection Team Bureau Trinity Chapel, Wesley Place, Nixonsville, CF48 4Rs, UK, our registered office address.