THESE TERMS DO NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF, TOKENS TO ANY U.S. PERSONS (AS DEFINED BELOW) OR IN THE UNITED STATES OR IN ANY OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE LAWS OF ANY SUCH JURISDICTION. TOKENS MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS. THESE TERMS DO NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY.

|  |
| --- |
| IMPORTANT NOTICE (*Delete This Box Before Signing*)  **Disclaimer**. This document should not be construed as legal, financial, tax, or investment advice for any particular facts or circumstances. This document is designed to be a starting point only and should be tailored to meet your specific requirements. Consult an attorney before entering into any binding legal obligations in connection with this document. The use of this document is further subject to our Terms of Use available here: <https://www.degoverned.com/terms>. |

**PUBLIC TOKEN SALE TERMS**

These Public Token Sale Terms (“**Terms**”) constitute a binding agreement entered on the date of the later signature (“**Effective Date**”) by you or the entity you represent (“**you**”, “**your**” or “**Purchaser**”) and [name of company], a company organized under the laws of the [applicable jurisdiction] (“**we**”, “**us**”, “**our**” or “**Company**”), respectively, each “**Party**” and together the “**Parties**,” and govern your purchase of [name of the tokens] Tokens (as defined below) from Company during the Token Sale.

| **KEY TERMS** | |
| --- | --- |
| **Token Name** | [Name] |
| **Purchase Price Per Token** | $[Amount] |
| **Number of Purchased Tokens** | [Number] |
| **Total Purchase Price** | $[Amount] |
| **TGE Deadline** | [INSERT, in the form: [xxx] months after the Effective Date] |
| **Token Release** | [25%] on or about the TGE Deadline and the remaining [75%] on a monthly basis in [24] equal parts within [two] years after the TGE Deadline |
| **Launchpad** | [Website], operated by [Company Name] |
| **Applicable Law** | The laws of the British Virgin Islands (BVI) |

Other capitalized terms appearing in these Terms are defined below.

Please read these Terms carefully. By acquiring Tokens or otherwise using the Website located at [website address] (“**Website**”) and products and services offered on the Website, you acknowledge that you have read the Terms and that you agree to be bound by them. If you do not agree to all of the provisions of the Terms, you are not an authorized user of these services and you should not acquire any Tokens or use the Website or any related products or services.

Company reserves the right to change, modify, add or remove any provisions of the Terms at any time for any reason. Such changes are effective immediately once we post them in a public forum. We suggest that you review the Terms periodically for any changes. You acknowledge that by using Tokens or by accessing the Website after we have posted changes to the Terms, you are agreeing to the modified provisions.

The Website or the White Paper may contain a summary of the provisions that are outlined in greater detail in these Terms. These Terms prevail over and qualify the provisions of the Website and the White Paper. Any decision to purchase Tokens should only be made following a review of these Terms.

Ownership of Tokens carries no rights, express or implied, other than the right to use such Tokens as a means to enable the usage of, and interaction with, the Platform, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to any of the Indemnified Parties , other than rights relating to the use of and interaction with the Platform, subject to limitations and conditions as described in the Company’s White Paper (as defined below) and the Website.

[*Signature Page Follows*]

**SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **Company** | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **Purchaser** | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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# DEFINITIONS

## “**Disruption Event**” means (a) any event or occurrence that causes a disruption in the functionality of the technology upon which Tokens operate, (b) any event or occurrence that causes a disruption in the functionality of the software used in connection with the Token Sale, (c) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale; or (d) any other event that we reasonably think materially adversely affects or may materially adversely affect Company, its affiliates, the Platform, the transactions associated with Tokens or the Token Sale.

## “**Indemnified Party**” or “**Indemnified Parties**” means Company, the Platform, the owner of the Platform and their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

## “**Launchpad**” means a platform where the Token Sale is conducted as specified in the Key Terms.

## “**PEP**” has the meaning attached to it in Section 4.1(i).

## “**Platform**” means a blockchain-based software, computing system network, or protocol developed by Company and associated with the Company’s intellectual property that may involve a native cryptographic token to access certain functions (including governance functions) or services as further described in the White Paper.

## “**Prohibited Jurisdictions**” include (a) Australia, Canada, Cuba, Democratic People’s Republic of North Korea, Republic of Korea, Islamic Republic of Iran, Libya, People’s Republic of China, South Sudan, The United States of America, Sudan (North), Syria, The Crimea, (b) any jurisdiction in which the entry into the Terms or the ownership of Tokens is prohibited by applicable law, and (c) any jurisdiction which is subject to the sanctions or embargoes introduced or administered by the United States or the United Nations.

## “**Restricted Persons**” has the meaning attached to it in Section 4.1.

## “**Securities Act**” means the U.S. Securities Act of 1933, as amended.

## “**Tokens**” means decentralized application assets, protocol tokens, blockchain-based assets, or other forms of digital assets associated with the Platform and created or issued by Company and sold during the Token Sale with the name ascribed to it in the Key Terms.

## “**Token Sale**” means the process of selling Tokens as conducted by Company in accordance with the Terms.

## “**Token Utility**” has the meaning attached to it in Section 7.1.

## “**Token Generation Event**” or “**TGE**” means an act that involves the technical generation of Tokens in a blockchain-based network and its launch to the market.

## “**U.S. Person**” means (a) any natural person resident in the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. person; (d) any trust of which any trustee is a U.S. person; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than estate or trust) held by a dealer or other fiduciary for the benefit of a U.S. person; (g) any discretionary account or similar account (other than estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (h) any partnership or corporation if: (i) organized or incorporated under the laws of any foreign jurisdiction; and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned by accredited investors who are not natural persons, estates or trusts.

## “**Wallet**” means a cryptographic public address on a blockchain for receiving, storing, and disposing of funds, in which a record of eligible assets can be held and which is used by Purchaser for receiving the Tokens purchased during the Token Sale.

## “**White Paper**” means a single document that summarizes important information related to the Platform and Tokens.

## Other capitalized terms appearing in these Terms are defined below.

# SCOPE OF THE TERMS

## The Terms govern only your purchase of Tokens from Company during the Token Sale. Company will have no responsibility for your use of Tokens after Tokens are sold.

# ELIGIBILITY AND RESTRICTED PERSONS

## To be eligible to participate in the Token Sale, you must:

### be at least 18 years of age;

### not be any Restricted Person (as defined below);

### comply with all provisions set forth in these Terms;

### complete the registration process on the Launchpad or any affiliated website and provide all information requested during the registration process;

### own and control private keys to an ERC-20 compatible Ethereum blockchain Wallet and provide the public address of the Wallet to Company;

### provide to Company through the Launchpad such anti-money laundering (“**AML**”) information as Company or the Launchpad may require; and

### arrange payment for the relevant Tokens pursuant to these Terms or as otherwise specified on the Launchpad.

# RESTRICTED PERSONS

## **Restricted Persons Defined**. Tokens are not being offered or distributed to the following restricted persons (collectively, “**Restricted Persons**”):

### any person unable to pass the Company’s or the Launchpad’s know-your-customer or know-your-client (“**KYC**”) requirements as may be determined from time to time in their sole discretion;

### a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the laws of, any Prohibited Jurisdiction regardless of whether the use of a virtual private network or other technical workaround to affect such transaction and avoid detection within a Prohibited Jurisdiction;

### an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce’s denied persons or entity list, the United States Department of Treasury’s specially designated nationals or blocked persons lists, the United States Department of State’s debarred parties list, the consolidated sanctions list maintained by the United States Department of Treasury’s Office of Foreign Assets Control, any United Nations Security Council sanctions lists or any other sanctions list;

### a person identified as a terrorist organization on any other relevant lists maintained by any governmental authority;

### a person acting, directly or indirectly, in contravention of any applicable law;

### a person in any manner limited or prohibited (or that requires licensing, registration or approval of any kind) from the purchasing, possessing, transferring, using or otherwise conducting a transaction involving any amount of Tokens under applicable law;

### a person taking part in the Token Sale or acquiring Tokens on behalf of another undisclosed or unidentified person;

### a person that has been involved at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti-bribery statute or has been subject to any investigation or sanction by, or a request for information from, any governmental authority relating to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any applicable law;

### a person that is, unless otherwise disclosed in writing to and approved in writing by Company prior to taking part in the Token Sale or acquiring Tokens, a politically exposed person (“**PEP**”) as defined by the Financial Action Task Force (or such similar person under any applicable law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close associate of a PEP or any corporation, business or other entity that has been formed by, or for the benefit of, a PEP or any immediate family member or close associate of a PEP; or

### a person acting or purporting to act, directly or indirectly, on behalf of, or owned or controlled by, any persons who would be a Restricted Person under this Section.

## **No Purchase by the Restricted Persons**. The Restricted Persons are strictly prohibited and restricted from purchasing and using Tokens. Company is not soliciting purchases and usage of Tokens by the Restricted Persons in any way. If a Restricted Person purchases Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. Any transactions and operations entered into by the Restricted Person in respect of Tokens shall be null and void. Neither Company nor the Platform shall be bound by any transaction in violation of these Terms, and Company may in its sole discretion:

### take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;

### notify the relevant authorities on the transaction or the operation in question; and

### retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or, except where prohibited by law, refund to the payer of the funds in accordance with applicable law and provisions of these Terms.

## **Liability of Restricted Persons**. Any Restricted Person purchasing Tokens shall be solely liable for any and all damages, liabilities, losses and expenses (including but not limited to reasonable attorneys’ fees) caused to Company or the Platform, and each such Restricted Person shall indemnify, defend and hold harmless Indemnified Parties from and against any and all damages, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys’ fees) incurred by any of the Indemnified Parties that arise from or are related to such Restricted Person’s purchase of Tokens.

# PURCHASE, PAYMENT AND DELIVERY

## **Purchase and Payment**. You agree to purchase the Number of Purchased Tokens for the Total Purchase Price as set forth in the Key Terms. You will pay the Total Purchase Price to Company on the Effective Date. Company may, in its sole discretion and without notice, rescind or terminate, as applicable, these Terms and Tokens in the event that Purchaser does not deliver to Company its signature page to these Terms or the Total Purchase Price.

## **Form of Payment**. Company agrees to accept payment for the Total Purchase Price (a) in United States Dollars via wire transfer to a bank account designated in writing by Company or (b) in Bitcoin (BTC), Ether (ETH), Tether (USDT), or USD Coin (USDC) to an ERC-20 compatible Ethereum wallet address designated in writing by Company. Company may elect to accept other methods or forms of payment on an as-converted to U.S. dollars basis in its sole discretion.

## **Delivery of Tokens**. Subject to the Terms and the receipt by Company of the Total Purchase Price from Purchaser, Company will make available, in full satisfaction of all of the Company’s obligations under these Terms, for Purchaser to claim and transfer to the Wallet that number of Tokens equal to the Number of Purchased Tokens. Title to and risk of loss of Tokens shall transfer to Purchaser upon such time as Company makes available such number of Tokens for Purchaser to claim and transfer to the Wallet. Any and all costs and expenses of such claim and transfer shall be the sole and exclusive responsibility and liability of Purchaser.

## **Token Delivery Schedule**. The delivery of Tokens to you as set forth in Section 5.3 will occur subject to the following schedule:

### [25%] of the Number of Purchased Tokens will be delivered on or about the TGE Deadline;

### [75%] of the Number of Purchased Tokens will be delivered gradually as set forth in the Key Terms under provision “Token Release.”

## **Conditions to Delivery of Tokens**. As a condition to and prior to the delivery of Tokens as set forth in Section 5.3 above, and in each case unless waived in writing by Company:

### Purchaser will execute and deliver to Company any and all other transaction documents related to these Terms and the delivery of Tokens as requested by the Company;

### Purchaser will provide to Company in writing the Ethereum blockchain public address of the Wallet or any other applicable blockchain wallet address as will be determined by Company;

### Purchaser will complete and deliver all forms, documentation and registrations required hereunder, including but not limited to the KYC and AML documentation set forth in these Terms, including submission of such forms and other documentation and information to Company, the Launchpad or any third-party vendor Company has engaged in connection with the Token Sale; and

### Purchaser will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, certificates, instruments and documents, as the Company or its affiliates, agents, representatives and assigns may reasonably request in order to carry out the intent of these Terms or as will be required to comply with then applicable laws and regulations.

## If Purchaser fails to meet any of the conditions above, Company may hold Tokens otherwise deliverable under the Terms in escrow until such conditions are met, and such escrow will constitute delivery of the applicable number of Tokens in accordance with these Terms notwithstanding that such Tokens remain in escrow.

## **Disruption Event**. In the event of a Disruption Event, we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will announce the resumption at least a reasonable period in advance. If we suspend the Token Sale for a period of time, we will determine in our sole and absolute discretion whether to:

### nevertheless continue the Token Sale on the originally scheduled Token Sale end date (if any); or

### extend the Token Sale for a period of time equal to the period of time the Token Sale was suspended for.

# CANCELLATION, REFUNDS AND PURCHASE ATTEMPTS

## Your purchase of Tokens from us during the Token Sale is final, and there are no refunds or cancellations except as may be required by applicable law.

## NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE TERMS, COMPANY RESERVES THE RIGHT TO REFUSE OR REJECT TOKEN PURCHASE ATTEMPTS AT ANY TIME FOR ANY REASON IN ITS SOLE DISCRETION. COMPANY IS NOT RESPONSIBLE FOR ANY SUCCESSFUL OR UNSUCCESSFUL ATTEMPTS YOU MAY MAKE TO PURCHASE TOKENS IN CONTRAVENTION OF THESE TERMS.

# PURPOSE AND USE OF TOKENS

## **Utility**. Tokens are being designed for the use in connection with the Platform currently accessible at the Website. Further details about the Platform are available at the Website. Tokens are digital utilities that power and incentivize the Platform, as further described on the Website and in the White Paper (“**Token Utility**”).

## **No Rights**. Your purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens in connection with the Token Utility. Tokens do not and will not represent or confer any ownership right, stake, share or security or equivalent rights, or any right to receive future revenue share or profits, intellectual property rights or any other form of participation in or relating to Company, the Platform, the owner of the Platform or their respective affiliates, including the governance of Company and the Platform. Tokens are not intended to be a digital currency, security, expectation of profit, or any other kind of financial instrument.

## **No Promise of Value**. No promises of future performance or value have been, are being or will be made with respect to Tokens by any party, including no promise of inherent value, no promise of continuing payments, and no guarantee that Tokens will hold any particular value.

# TRANSFER RESTRICTIONS; NO SECONDARY TRADING

## Tokens may be subject to restrictions or prohibitions on transfers and usage in accordance with applicable law, including, but not limited to, restrictions under the Securities Act. Such restrictions or prohibitions may also restrict or prohibit secondary market trading. Tokens have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of U.S. Persons.

# ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

## You acknowledge and agree that there are risks associated with your purchase, ownership and use of Tokens in connection with the Token Utility or the Platform. These risks include but are not limited to the risk factors set out in Annex I.

## BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS.

# SECURITY

## **Secure Your Wallet**. You are solely responsible for implementing reasonable measures for securing your Wallet and any other wallet or vault you use to hold Tokens that you purchase from us, including but not limited to any requisite private keys or other credentials necessary to access such Wallet or other wallet or vault. If Purchaser is no longer in possession of the Purchaser’s private keys or any device associated with the Wallet or is not able to provide the Purchaser’s login or identifying credentials, Purchaser may lose all of Purchaser’s Tokens and all access to the Purchaser’s account. Indemnified Parties are under no obligation to recover any Tokens and are not liable for such loss of the Purchaser’s Tokens.

## Notwithstanding any other provisions of these Terms, we will not be responsible or liable for any damages, losses, penalties, fines, or expenses arising out of or relating to:

### your failure to implement reasonable measures to secure your Wallet or any other wallet or vault you use to hold Tokens or the relevant access credentials;

### the loss of, tampering with, circumventing or unauthorized use of any access credentials to your Wallet or any other wallet or vault you use to hold Tokens;

### any errors or omissions (including but not limited to typos and inaccuracies) relating to your Wallet, including but not limited to errors and omissions in the public blockchain address of your Wallet that may result in your Tokens not being transferred to you in the Token Sale;

### any bugs, defects, faults, exploits, vulnerabilities or security breaches affecting the security of or access to your Wallet or any wallet or vault you use to hold Tokens; or

### the loss of Tokens from your Wallet or any other wallet or vault you use to hold Tokens.

# PRIVACY

## Please refer to our privacy policy and Launchpad’s privacy policy available on the respective websites for information about how we collect, use and discloses your personal data.

# TAXES

## Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including but not limited to, for example, sales, use, value added, and similar taxes. It is your sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

# REPRESENTATIONS AND WARRANTIES

## You represent and warrant that as of the Effective Date and the date of delivery of Tokens to you that:

### you are at least 18 years of age;

### you have full legal capacity, power and authority to execute and perform under these Terms;

### all information requested during the registration process you have provided in accordance with Section 3(d) is complete and accurate;

### you are not a Restricted Person as defined in Section 4;

### you have a sufficient technical understanding of cryptographic tokens (including Tokens, ETH and BTC), proof-of-stake based protocols, distributed networks (including the Platform), token storage mechanisms (including, but not limited to, your Wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing, holding and using Tokens;

### you have carefully read and understood these Terms, including Annex I;

### you have carefully read and examined the Website and the White Paper and understand the Token Utility, including the purpose of Tokens;

### you have obtained sufficient information about Tokens to make an informed decision to purchase Tokens;

### you understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of Tokens as set forth herein, including, but not limited to, the risks explained and disclosed in these Terms;

### you understand that Tokens are intended to be used only in connection with the Token Utility, and otherwise confer no rights of any form with respect to the Company, the Platform or the owner of the Platform or their affiliates, including, but not limited to, any ownership, voting, stock, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

### you are purchasing Tokens solely for the use in connection with Token Utility and are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;

### you understand and acknowledge that Company is not registered with or licensed by any financial regulatory authority. Accordingly, no financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing Tokens, nor have these Terms been filed with, or reviewed by, any financial regulatory authority;

### these Terms constitute a valid and binding obligation of the Purchaser, enforceable in accordance with its provisions, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity;

### your purchase of Tokens complies with applicable laws and regulations or rules in your jurisdiction, including, but not limited to: (a) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Tokens, using Tokens, and entering into contracts with us, (b) any foreign exchange, regulatory or import/export restrictions applicable to such purchase, and (c) any governmental or other consents that may need to be obtained;

### you are not resident or domiciled in a jurisdiction prohibiting its residents or domiciles from participating in or purchasing tokens or coins in token offerings or sales;

### if you are purchasing Tokens on behalf of any entity: (a) you are authorized to accept these Terms and to act on such entity’s behalf, (b) such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity, (references to “you” in these Terms refer to you and such entity, jointly), and (c) such entity is duly organized and validly existing under applicable laws of the jurisdiction of its organization and is not a Restricted Person; and (d) to the extent they are applicable, you will cooperate with the beneficial ownership identification requirements set forth in these Terms;

### you will not use Tokens or the Platform in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of Tokens or the Platform in connection with transactions that violates applicable law;

### you will comply with all applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

### you will provide Company and/or the Launchpad with any AML and KYC information as they may require, with your information as of the date of your response, together with any supporting identification documentation, as they may require, and deliver it to them before you may be eligible to purchase Tokens. You also agree to provide Company and/or the Launchpad with such documents that they may request in connection with their compliance requirements with any applicable laws (including, without limitation, AML laws) in order to determine your eligibility;

### you represent and warrant that the funds used for your purchase of Tokens are not derived from illegal or illegitimate activities;

### you are not a U.S. Person and Tokens have not and are not being offered to you in the United States. As of the Effective Date, you (and your authorized signatory, if applicable) were outside of the United States;

### you are acquiring Tokens for your own account and not with a view to resale or distribution, either directly or indirectly, in the United States or to or for the account or benefit of a U.S. Person; and

### you are not a party to any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or pledge to a U.S. Person any of the Tokens, and have no present plans to enter into any such contract, undertaking, agreement, or arrangement.

# INDEMNIFICATION

## To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Indemnified Parties from and against all claims, demands, actions, liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorneys’ fees with the right of advancement) that arise from or relate to:

### your purchase or use of Tokens;

### your responsibilities or obligations under these Terms;

### any breach by you of these Terms; or

### any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity.

## Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 14. This indemnity is in addition to, and not in lieu of, any other indemnities and agreements to defend or hold harmless that you have provided to any Indemnified Party.

## Each of the Indemnified Party shall be entitled to enforce any indemnification or release provisions of these Terms as if they were a party to these Terms, provided that the Parties to these Terms may by mutual written agreement terminate, rescind or agree to any variation, waiver or settlement or extinguish or alter any entitlement or right of any of an Indemnified Party without obtaining the consent of any other person, including such Indemnified Party.

# KYC AND AML

## Company and its affiliates follow KYC and AML and other banking or government regulations in respective jurisdictions. Each and any purchaser of Tokens fully agrees to assist Company in fulfilment of the mentioned regulations and provide any necessary information if such is required from the purchaser by the authorized authority.

## As part of the Company’s compliance process with such regulations, Company and/or the Launchpad will conduct KYC and AML checks on you prior to your purchase of Tokens or the transfer of Tokens to you (as determined by Company and/or the Launchpad). As part of such checks, Company and/or the Launchpad will collect and store, and you agree to provide to Company and/or the Launchpad, prior to your purchase of Tokens or prior to the delivery of Tokens to you, the following types of data:

### your name and surname;

### your email;

### your address;

### your date of birth;

### a copy of your passport or driver license or other appropriate identification document details or incorporation documents if you are a legal entity;

### identification numbers that you may use or have registered with your local tax authority; and

### a copy of your utility bills and/or other documents that Company and/or the Launchpad can use to verify your address.

## In certain cases, such as when additional verification by bank or compliance authority is needed according to governmental rules, AML or KYC policies, Company and/or the Launchpad may require you to provide additional information, and some or all of the following:

### confirmation of proceeds sources;

### sworn statements;

### W-2 form;

### bank statement(s);

### information regarding the value of your assets or net worth;

### confirmation of any professional licenses that you may hold; and

### any other documents that Company and/or the Launchpad may reasonably request to satisfy applicable KYC and AML requirements.

## Company and/or the Launchpad will refuse your access to the Token Sale if they have reasonable doubts as to validity, authenticity and genuineness of the data provided by you, or in case you have failed to provide the data and other additional information as required above. In such case you will be deemed to have violated the provisions of this Section 15 of these Terms and Company and/or Launchpad will refuse to transfer the Tokens to you and will, subject to applicable law, use its commercially reasonable efforts to refund the money, including any cryptocurrencies, that Company and/or the Launchpad has actually received from you to purchase Tokens in the same amount (of the form of payment, whether money or any cryptocurrencies, as applicable) it has been transferred to Company and/or the Launchpad (with no interest or any other amounts due on such funds, subject to the deduction of any transfer fees paid by Company and/or the Launchpad). In addition, the Company and/or the Launchpad has the right to use any possible efforts for preventing the money laundering and terrorism financing, including, but not limited to, blocking your Wallet and disclosing any information about you to the national, federal or state authorities at their request, without your knowledge or consent.

## All payments by you to Company and/or the Launchpad in connection with these Terms shall be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force, and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act, as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

# DISCLAIMERS

## TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1. TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT;
2. WE DO NOT REPRESENT OR WARRANT THAT TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN TOKENS WILL BE CORRECTED; AND
3. WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF BUGS, DEFECTS, FAULTS, EXPLOITS, VULNERABILITIES, VIRUSES OR OTHER HARMFUL COMPONENTS.

# LIMITATION OF LIABILITY

## TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1. IN NO EVENT WILL COMPANY OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LOSS WERE FORESEEABLE); AND
2. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE INDEMNIFIED PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR TOKENS.

# RELEASE

## To the fullest extent permitted by applicable law, you release Company and the Indemnified Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to these Terms. You expressly waive any rights you may have under applicable law or any other statute or common law principles that would otherwise limit the coverage of this release (including similar laws in other applicable jurisdictions).

# GOVERNING LAW

## These Terms will be governed by, construed and enforced in accordance with the laws of the jurisdiction specified in the Key Terms, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

# DISPUTE RESOLUTION

## **Arbitration**. Any dispute, controversy, or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms shall be referred to and finally resolved by arbitration administered in accordance with the JAMS International Arbitration Rules. The tribunal will consist of one arbitrator. The place of arbitration will be New York, New York. The arbitration proceedings shall be conducted in English.

## **Class Action Waiver**. Any claim or dispute arising under these Terms will take place on an individual basis without resort to any form of class or representative action.

## THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.

# MISCELLANEOUS

## **Severability**. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## **Entire Agreement**. These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

## **Assignment**. We may assign our rights and obligations under these Terms. You shall not assign these Terms, or any of your rights or obligations hereunder.

## **No Partnership**. Your purchase of Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us.

## **Notices**. All agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form, including via the Launchpad.

\* \* \*

## **ANNEX I**

**RISKS**

There are significant risks and uncertainties associated with your purchase of Tokens. Tokens should not be purchased by anyone who cannot afford to lose the entirety of their purchase price. Some of such risks are identified below. You bear full responsibility for any such risks.

1. **Uncertain Regulations and Enforcement Actions**

The regulatory status of Tokens and underpinning distributed ledger technology is unclear or unsettled in many jurisdictions, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern virtual or digital currencies and respective markets. It is impossible to predict how, when or whether regulatory agencies may apply existing regulations or create new regulations with respect to such technology and its applications, including the Token or the Platform. Regulatory actions could negatively impact the Token or the Platform in various ways. The Company or any of the Indemnified Parties may cease operations in a jurisdiction, or even abandon certain features of the project, in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

1. **Risks Associated with the Blockchain Protocol**

Given that the Token and the Platform are based on blockchain protocol and architecture, any malfunction, breakdown or abandonment of the relevant blockchain protocol or architecture may have a material adverse effect on the Token or the Platform. Moreover, advances in cryptography, or technical advances (including without limitation development of quantum computing), could present unknown risks to the Token or the Platform by rendering ineffective the cryptographic consensus mechanism that underpins that blockchain protocol. The future of cryptography and security innovations are highly unpredictable. Further, products or services available on the Platform may require digital assets provided by a user to be deposited with, “staked” with or otherwise require interaction with various third-party decentralized finance protocols, which primarily comprise smart contracts deployed on the relevant blockchain. These third-party decentralized finance protocols and the development team behind these protocols are independent third parties, so neither Company nor any of the Indemnified Parties have control over these protocols or teams. The deployed smart contracts underlying the Platform or these decentralized finance protocols are highly experimental in nature, risky, and may contain security vulnerabilities, errors, failures, bugs or economic loopholes which may be exploited by third parties, causing you to suffer losses in connection with any product(s) available on the Platform. Neither the Company nor any of the Indemnified Parties can be responsible for any such security vulnerabilities, errors, failures, bugs or economic loopholes.

1. **Personal Security**

You are responsible for implementing reasonable measures for securing the Wallet, vault or other storage mechanism you use to receive and hold Tokens, which you have purchased, including any requisite passwords, tokens, private key(s) or other credentials necessary to access such storage mechanism(s). If your passwords, tokens, private key(s) or other access credentials are lost, you may lose access to your Tokens. Company cannot be responsible for, and is technologically unable to recover, any such losses.

1. **Insufficient Information**

The Platform is at the stage of development as of the date of these Terms and its algorithm, code, consensus mechanism and various other technical specifications and parameters could be updated and changed frequently and constantly. While the marketing materials and the White Paper released relating to the development of the Platform has been prepared with the up-to-date key information of the Platform, it is not absolutely complete and is subject to adjustments and updates from time to time for optimal development and growth of the Platform and ecosystem on the Platform. Company is neither able, nor obliged, to keep you closely posted on every detail of the development of the Platform (including its progress and expected milestones no matter whether rescheduled or not) and therefore will not necessarily provide you with timely and full access to all the information relating to the Platform that may emerge from time to time. Due to the nature of the project to develop the Platform, you accept that such insufficiency of information disclosure is inevitable and reasonable.

1. **Cyber Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the Token or the Platform in a variety of ways, including but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is a risk that a third party may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Token or the Platform, which could negatively affect the Token or the Platform.

1. **Lack of Markets for Tokens**

There is no prior market for Tokens and the Token Sale may not result in an active or liquid market for the Token. The Token is intended to be used solely within the network for the Platform, hence there may be illiquidity risk with respect to any Token you hold.

The Token is not a currency issued by any central bank or national, supra-national or quasi- national organization, nor is it backed by any hard assets or other credit nor is it a “commodity” in the usual meaning of that word. Company cannot be responsible for, nor does Company pursue, the circulation and trading of Tokens on any market. Trading of Tokens will depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any Token from any holder of the Token, nor does anyone guarantee the liquidity or market price of the Token to any extent at any time. Accordingly, Company cannot ensure that there will be any demand or market for the Token, or that the price you pay for the Token is indicative of any market valuation or market price for the Token.

Any secondary market or exchange for trading the Token would be run and operated wholly independently of Company and any of the Indemnified Parties. Company will not create such secondary markets, nor will it act as an exchange for the Token. Even if secondary trading of Tokens 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 Token, such value may be extremely volatile, decline below the price which you had paid for the Token, or even diminish to zero. Holders of Token shall be responsible for all losses in connection with the purchase of or secondary trading of the Token, and shall not make any claim against any Company or any of the Indemnified Parties.

1. **Risk of Uninsured Losses**

The Token is uninsured unless you specifically obtain private insurance to insure them. In the event of loss or loss of utility value, there is no public insurer or private insurance to offer recourse to you.

1. **Taxation Risks**

The tax treatment of the Token and these Terms is uncertain. The Company intends to treat the Token and these Terms neither as an equity interest nor as a debt interest in Company for tax purposes. It is possible that the Company’s intended treatment of the Token and these Terms may be challenged, so that the tax consequences to Purchaser and Company relating to Token and these Terms could differ from those described above. You must seek your own tax advice in connection with the purchase, holding or usage of the Token, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

1. **Competitors**

It is possible that alternative networks could be established that utilize the same or similar code and protocol underlying the Token or the Platform and attempt to re-create similar facilities. The Platform may be required to compete with these alternative networks, which could negatively impact the Token or the Platform.

1. **Insufficient Interest**

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ledger technolgy ecosystems (such as the Platform). Such a lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of the Token.

1. **Risks Related to Our Corporate Structure**

The Company’s corporate structure (including the intra-group arrangements) is bespoke and there is no generally accepted standard or structure for similar projects in the distributed ledger technology space. The legal structure had been designed to address certain specific legal risks, and attempt to decentralize the management and control, as well as economic risks and benefits relating to the Platform and the Token, but there is no legal precedent for whether these structures are effective and it is difficult to predict the position that a regulator may adopt.

1. **Risks Arising from Lack of Governance Rights**

Because the Token confers no governance rights of any kind with respect to the Platform or Company, all decisions involving the Platform or Company will be made by the relevant party of Company’s group at its sole and absolute discretion, including, but not limited to, decisions to discontinue the services or ecosystem on the Platform, to create and sell more Tokens for use in the ecosystem on the Platform, or to sell or liquidate any legal entity. These decisions could adversely affect the Platform and the Token you hold.

1. **Risks Involving Cloud Storage**

As the Platform may provide or utilize a decentralized cloud storage service for users and applications, therefore the Platform and associated services are susceptible to a number of risks related to the storage of data in the cloud, such as a cyberattack or other malicious activity. Similarly, the Platform and associated services may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Platform, there is the risk that the Platform and associated services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that Company does not control. The risk that the Platform and associated services may face increasing interruptions and the ecosystem on the Platform may face additional security vulnerabilities could adversely affect the Platform and ecosystem thereon, and therefore the future utility of any Token that you hold.

1. **Forking**

The Platform is a community project and certain elements are open-sourced. Company and any of the Indemnified Parties do not and cannot monopolize the development, marketing, operation or otherwise of the Platform. Any entity may independently develop a patch or upgrade of the source code of the Platform or blockchain without prior authorization of any other party. The acceptance of these patches or upgrades by a sufficient (not necessarily overwhelming) percentage of the Token holders could result in a “fork” in the blockchain, and consequently two diverging networks will emerge and remain. Each branch of the blockchain arising from the fork will have its own native cryptographic tokens. Accordingly, there will be two different versions of the Token respectively residing in the two divergent branches with almost identical technical features and functions. The community on the Platform may split into two groups in support of the two branches respectively. Further, it is theoretically possible for each branch of the forked blockchain to be further forked an unlimited number of times. The temporary or permanent existence of forked blockchains could adversely affect the operation of the Platform and blockchain and the Token which you hold, and may ruin the sustainability of the Platform.

1. **Other Risks**

In addition to the above risks, there are other risks associated with your purchase, holding and usage of the Token, including those that Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the above risks.