

Participation in the Offering (as defined below) involves a high degree of risk. You should carefully review the confidential information provided to you in connection herewith, together with all of the other information contained in these Terms (as defined below), before making a purchase decision.

\$WIFI-Tokens

Token Purchase Terms

1. General

WeConnectU AG, c/o PST Consulting GmbH, Baarerstrasse 10, 6300 Zug, Switzerland (the "**Company**") and/or its affiliates, among other things, develop software relating to blockchain or distributed ledger technology or a similar technology, including a platform providing WiFi and other services relating to data (the "**Project**"). Upon the token generating event, a total of 1'000'000'000 (one billion) tokens will be created (the "**Token Generating Event**"). The following terms (the "**Terms**") relate to the public offering (the "**Offering**") of up to 115,000,000 \$WIFI-Tokens (the "**Token**") with the functionalities as defined in Section 3 below as well as in the Litepaper by WeConnectU AG (as amended from time to time) (the "**Litepaper**"). The Offering will take place from 1 October 2022 until 14 October 2022 (the "**Offer Period**"). These Terms do not constitute a prospectus of any sort, nor a solicitation or recommendation for investment, nor an offering of shares or equity, nor do they pertain to an offering of securities in any form or manner.

2. Scope of Terms

These Terms govern your purchase of Tokens from the Company during the Offer Period. By purchasing the Tokens herein, you (the "**Purchaser**") agree to be bound by these Terms. If the Purchaser is purchasing the Tokens on behalf of an entity (such as its employer), Purchaser represents and warrants that it has the authority to bind such entity to these Terms. In that case, Purchaser will refer to that Company or other legal entity.

3. The Project and its Token

The planned design of the Project and its Token is outlined in the Litepaper. The description in the Litepaper is not binding in any way and may be adapted by the Company and/or its affiliates at any time at their sole discretion. The maximum cap (hard cap) on the total supply of Tokens in the Project is, in the aggregate, 1'000'000'000 (one billion). At the time the Tokens shall be allocated according to these Terms, it is intended that the Tokens enable digital access to the Project which shall allow for participation in the financial products marketplace and use services from the Project.

4. Refusal of Purchase Requests, Cancellation

Your purchase of Tokens from the Company during the Offer Period is final, and there are no refunds or cancellations, except as may be required by applicable law or regulation. By placing a request for Tokens during the Offer Period, you make a binding offer to purchase Tokens pursuant to these Terms. No request

is binding on the Company unless accepted by the Company. Any variations made to the Terms by you in any request are void and have no effect. During the Offer Period, the Company has the right to accept, cancel or reject any requests for Tokens at any time at its sole discretion without stating any reason.

Purchaser acknowledges and agrees that it is required to meet certain requirements in order to participate in this Offering, including the Purchaser's residency and citizenship requirements, as well as compliance with these Terms. Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company's requirements for purchasers hereunder (as determined by the Company at its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, the sale of Tokens to Purchaser.

5. Payment

Purchaser covenants and agrees to prepay the total purchase price to the Company, as determined by the Company, in accordance with procedures specified by the Company. After its payment to the Company, the purchase price will not bear interest for the benefit of the Purchaser. The Company will not accept any payments until the Purchaser has fulfilled its obligations to provide the Company and the Company's service provider(s) with the documents and information required by Section 6 and has complied with the CDD, KYC, and AML regulations or requirements (if applicable to the Purchaser (as defined below)).

If the Purchaser fails to prepay the total purchase price, the Company will not deliver the Tokens and shall be entitled to terminate the sale of Tokens to the Purchaser without prejudice to other rights it may have against the Purchaser.

The Company accepts payment for the total purchase price only in Tether (USDT) or USD Coin (USDC). **The Purchaser has to pay the total purchase price from the Wallet Address he/she specifies during the KYC process of the Offering (the "Purchaser Wallet Address").** If the Purchaser fails to pay the total purchase price from the Purchaser Wallet Address, the Company will not deliver the Tokens and shall be entitled to terminate the sale of Tokens to the Purchaser without prejudice to other rights it may have against the Purchaser or to make a refund at the sole discretion of the Company.

6. Claiming of Tokens upon occurrence of Token Generating Event

Conditional upon the occurrence of the Token Generating Event and provided that the representations and warranties in Section 9 of these Terms are true and provided that the Purchaser Wallet Address corresponds to the wallet address from which the Purchaser paid the total purchase price, the Company will lock your Tokens in team.finance, an application used to lock tokens, and allocate Tokens ("**Purchaser Tokens**") to the Purchasers Wallet Address.

When the Tokens have been locked as set forth above, the Purchaser shall claim the Tokens using the launch pad provided by TrustSwap which is available under the following Website: <https://dashboard.trustswap.org/app/claimtokens> by connecting the Purchaser Wallet Address (must be connected with Polygon Chain) with the launchpad. **The Purchaser acknowledges and agrees that**

he/she/it has to claim the Tokens themselves which is subject to a gas fee payable in MATIC (Native token of the Polygon blockchain). The costs for claiming the Purchaser Tokens shall be borne by the Purchaser.

If the Token Generating Event does not occur, the Purchaser shall have no right under these Terms to receive any Tokens and the Company may immediately and without notice rescind or terminate, as applicable, the sale of Tokens to Purchaser.

In connection with and prior to the lock of the Tokens and the allocation of the Tokens to the Purchaser Wallet Address in accordance with this Section 6, the Purchaser shall;

- i. provide the Company with all information, and shall execute and deliver to the Company any and all other transaction documents, in each case reasonably requested by the Company in connection with the sale of Tokens and the Purchaser's obligations hereunder, including without limitation the documents and information required by the other provisions of this Section 6; and
- ii. promptly provide the Company with the Purchaser Wallet Address and the documents reasonably requested by the Company to fulfil its documentation requirements under any applicable customer due diligence ("**CDD**"), know your customer ("**KYC**") and anti-money laundering ("**AML**") regulations or requirements.

The Purchaser agrees and accepts that the Purchaser has no right to claim and/or receive the Purchaser Tokens as long as these conditions precedent are not met.

7. Lock-Up and Vesting

The Purchaser agrees that its purchased Tokens shall be subject to transfer limitations during five (5) months following the Token Generating Event. You agree that the Purchaser's purchased Tokens shall remain locked, and the Purchaser acknowledges that its Tokens shall be partially released and made transferable, only in accordance with the following release schedule, commencing at Token Generating Event (the "**Release Schedule**"):

- At Token Generating Event 15% of the purchased Tokens shall vest (become claimable);
- Subsequently, the remaining Tokens shall vest on a linear block by block basis on the Polygon blockchain in equal instalments;
- Finally, five (5) months after Token Generating Event date, all Tokens shall fully vest.

8. Representations and Warranties of the Company

The Company hereby represents and warrants to the Purchaser that:

- a. the Company is a Company duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has the power to own and lease its properties and to carry on its business as now being conducted and as presently proposed to be conducted;
- b. the Company has full corporate power and authority to consummate the transactions contemplated hereunder;
- c. the execution and performance of the Offering by the Company have been duly authorized by all necessary actions of the Company;
- d. the consummation of the transactions contemplated hereunder and the performance of the Offering by the Company do not violate the provisions of the Company's charter documents;

9. Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Company that:

- a. the Purchaser is an individual or a legal entity duly organized and validly existing under the laws of the jurisdiction of its incorporation;
- b. the Purchaser has full power and authority to consummate the transactions contemplated hereunder;
- c. the execution and performance of the sale of Tokens governed by these Terms have been duly authorized by all necessary actions of the Purchaser;
- d. the Purchaser is (i) legally permitted to receive and hold and make use of the Tokens in the Purchaser's jurisdiction and (ii) no legal restrictions exist in its country of residence or domicile for participating in the Offering or purchasing the Tokens;
- e. the Purchaser is (i) neither a resident of nor a citizen of or (if Purchaser is a corporate body) incorporated in or controlled by person(s) who are citizens of or resident in the following countries: Algeria, Afghanistan, Bolivia, Burundi, Cambodia, Central African Republic, China, Colombia, Congo, Côte d'Ivoire, Crimea, Cuba, Democratic People's Republic of Korea, Donetsk People's Republic, Egypt, Eritrea, Ethiopia, Guyana, Haiti, Iran, Iraq, Ivory Coast, Kyrgyzstan, Libya, Liberia, Luhansk People's Republic, Morocco, Myanmar, Nepal, North Macedonia, Palestinian Territories, Republic of Belarus, Rwanda, Somalia, South Sudan, Sri Lanka, Sudan (incl. Darfur), Syria, Trinidad and Tobago, Turkey, Vanuatu, Venezuela, Vietnam, USA, Yemen and Zimbabwe; and (ii) is not an individual or corporate body included in the consolidated list published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;
- f. these Terms are valid and binding upon the Purchaser and enforceable in accordance with its terms;

- g. the total purchase price is paid on Purchaser's own account, not as a nominee or agent, and not with a view to assign any part thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing any interest the Purchaser has with respect to this Offering and the purchased Tokens, or otherwise;
- h. the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to this Offering, the total purchase price, and/or the purchased Tokens;
- i. the Purchaser is not acquiring Tokens for the purpose of any investment, speculative or other financial purpose;
- j. the Purchaser is familiar with digital cryptographic tokens issued by projects in the development stage and acknowledges that it is able to bear the economic risk of its purchase of Tokens, and has such knowledge and experience in financial, business, and software technology matters that it is capable of evaluating the merits and risks of these Terms, the Tokens, and the Project, and of making an informed decision in respect thereto;
- k. the Purchaser acknowledges and agrees that the Tokens do not represent or constitute any ownership right or stake, debt instrument, share or security or equivalent right in or relating to the Company, the Project and/or any software or intellectual property rights thereto;
- l. the Purchaser acknowledges that if any of the representations, warranties or covenants made by the Purchaser pursuant to these Terms ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company shall not be obligated to allocate the Purchaser Tokens to the Purchaser;
- m. the Purchaser acknowledges and agrees (i) that there is no guarantee that the Project will ever be activated and that in the absence of the Project or occurrence of the Token Generating Event, the Company will not be able, and will have no obligation, to create any Tokens to be allocated to the Purchaser and the Purchaser will have no right to receive any purchased Tokens and (ii) that, in any event, no market for Tokens may exist or be sustained. The Purchaser understands that no public market now exists for the Tokens, and that the Company has not made any assurances that a public market will ever exist for the Tokens;
- n. the Purchaser has received information that it regards as sufficient to fully evaluate these Terms, the Tokens, and the Project, and has been provided with the opportunity to obtain any additional information concerning the foregoing to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense, and has been given the opportunity to ask questions of, and receive answers from, the Company concerning the Tokens, including their intended features, functions, and limitations;

- o. the Purchaser confirms that it is not and has not been involved in any type of activity associated with money laundering, terror financing, or any other applicable anti-corruption or anti bribery legislation, nor was ever subject to any investigation by or has received a request for information from any governmental body relating to corruption or bribery. The Purchaser hereby consents to the Company running any checks or enquiries with third parties and waives any privacy or other right in connection therewith and acknowledges that any breach of this representation by the Purchaser will entitle the Company to terminate the sale of Token;
- p. the Purchaser confirms that neither the Purchaser nor, if applicable, any of its affiliates or direct or indirect beneficial owners are not listed or associated with any person or entity being listed on the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations, or any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List or the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions;
- q. the Purchaser hereby represents that neither it nor any person or entity directly or indirectly controlling, controlled by or under common control with it, is a person identified as a terrorist or terrorist organization on any relevant lists maintained by governmental authorities;
- r. the Purchaser acknowledges that if any of the representations, warranties or covenants made by the Purchaser pursuant to these Terms ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company shall not be obliged to allocate the Tokens to the Purchaser;
- s. none of the cash or property that the Purchaser has paid, or will pay the Company as purchase price has been or shall be derived from, or related to, any activity that is deemed criminal under the laws of any applicable jurisdiction; and
- t. without prejudice to the foregoing, the Purchaser hereby represents and warrants to the Company that it has carefully reviewed and understands and accepts the various risks of participation in the Offering, as further detailed in Section 12 of these Terms, including the risks associated with holding Tokens, and the Purchaser hereby consents and agrees to bear such risks.

10. Covenants of the Purchaser

The Purchaser hereby covenants to the Company the following:

- a. the Purchaser agrees to cooperate in good faith with the Company. In particular, the Purchaser covenants to have sufficient MATIC in order to claim the Tokens as set forth in Section 6 of these Terms and to be familiar with and aware of the need to use the Polygon network;

- b. the Purchaser agrees to pay the total purchase price from the Purchaser Wallet Address as specified during the KYC procedure during the Offering;
- c. the Purchaser agrees that it will not transfer or seek to transfer any rights under these Terms (including any right to claim Tokens), and any attempt to transfer any such rights in violation of this provision is void ab initio. For the avoidance of doubt, the foregoing shall not restrict the right of the Purchaser to transfer the Tokens after the Token Generating Event, subject to Section 7;
- d. the Purchaser agrees that if any of the representations, warranties or covenants made by the Purchaser ceases to be true, Purchaser shall immediately notify the Company of such occurrence;
- e. the Purchaser agrees that all taxes, fees, and dues which arise by receiving and accepting the Tokens, have to be paid by the Purchaser, except for the cases where such taxes, fees, and dues are specifically required by law to be paid by the Company;
- f. the Purchaser agrees to provide to the Company any additional information regarding the Purchaser that the Company deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities;
- g. the Purchaser understands that the Company may release confidential information about the Purchaser and, if applicable, any underlying beneficial owners, if the Company, at its sole discretion, determines that it is in the best interests of the Company in light of relevant rules and regulations; and
- h. the Purchaser hereby undertakes to promptly notify the Company if at any time the Purchaser is unable to satisfy the agreements set forth herein or if the representations set forth herein cease to be true.

11. Information & Representations and Warranties of the Purchaser regarding Securities Laws

The Purchaser understands that the Tokens have not been, and will not be, registered under any jurisdiction's securities laws, in particular the U.S. Securities Act of 1933, as amended (the "**Securities Act**"). The Purchaser hereby agrees and represents to the Company as follows:

- a. the Purchaser is not a U.S. Person as defined in Rule 902(k) of Regulation S under the Securities Act. The offer and sale of the Tokens herein was made in an offshore transaction (as defined in Rule 902(h) of Regulation S), no directed selling efforts (as defined in Rule 902(c) of Regulation S) were made in the United States, the Purchaser has been outside the United States when it received any information concerning the Project and the Offering, and the Purchaser is not acquiring the Tokens for the account or benefit of any U.S. Person;

- b. the Purchaser will not offer or sell the Tokens in the United States, or offer or sell the Purchaser Tokens for the account or benefit of a U.S. Person;
- c. neither the Purchaser nor any person acting on its behalf has engaged, or will engage, in any directed selling efforts to any U.S. Persons with respect to the Tokens; and
- d. the Purchaser represents and warrants that the rights and Tokens hereunder have not been acquired with a view to, or in connection with, the sale or distribution thereof and will not be transferred in the United States to, or for the account or benefit of, any U.S. person except pursuant to an available exemption from the registration requirements of the Securities act and all applicable state securities laws.

Purchaser and Company will use their best effort in avoiding US security law issue(s) and completing the transaction. In case US security law issue(s) arises, the Parties shall use their reasonable best efforts to take all actions required to mitigate the risk for the Parties and to achieve compliance with regard to US security laws.

12. Acknowledgment and Assumption of Risks

The Purchaser acknowledges and agrees that there are risks associated with purchasing the Tokens, holding Tokens, and using Tokens, including, without limitation, the following:

- a. risk of software weaknesses: the Purchaser understands and accepts that the Project and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, whereby there is no warranty that the process for receiving, use and ownership of Tokens will be uninterrupted or error-free and why there is an inherent risk that the software and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Tokens. The Purchaser understands and accepts that the software and hardware, technology and technical concepts and theories applicable to Tokens (as well as virtual currency tokens in general) is still in an early development stage and unproven, there is no warranty that the technology will be uninterrupted or error-free and there is an inherent risk that the technology could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Tokens and the Purchaser's total purchase price;
- b. regulatory risk: the Purchaser understands and accepts that blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup and which may, inter alia, result in substantial modifications of the Project, including its termination, the loss of all Tokens and the value thereof for the Purchaser. Further, the Purchaser accepts and bears all risks with respect to securities, anti-money laundering,

commodities and other regulations that may regulate the Company, the total purchase price and/or the Tokens;

- c. risk of legal qualification: the Purchaser understands and accepts that the legal structure of tokens is relatively new, and no relevant prejudices are available. Therefore, the risk remains that a court may come to the conclusion that the underlying rights cannot be transferred validly by transfer of the Tokens alone;
- d. third party risks: the Company might use third parties as service providers for certain aspects of the Offering. The Company has no visibility into, or possibility to control, the software or mechanisms used by such third party, and cannot verify or guarantee the proper functionality of the third party software or operations;
- e. lack of funding / lack of success: the Purchaser understands and accepts that the creation of Tokens and the development of projects financed by the sale of Tokens, to the extent there are such projects, may be abandoned for a number of reasons, including but not limited to failure of the project, lack of interest of the industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects), lack of ability to obtain regulatory licenses, permits or clearances etc. The Purchaser therefore understands that there is no assurance that, even if such project is partially or fully developed and launched, the Purchaser may receive any functionality through the Tokens, and that they may become worthless. The Purchaser further understands and accepts that a project financed by the sale of Tokens may give rise to other, alternative projects, promoted by third parties unaffiliated with the Company, and the Tokens do not share in the profits of the Company or any project of the Company (including its software development for the Project). Tokens will have no intrinsic value;
- f. risk of theft and attacks: the Purchaser understands and accepts that the underlying software application and software Project of Tokens (including, if launched, the Project), the internet, any blockchain network, the Purchaser, and other involved software, technology components, decentralized applications and/or Projects concerned with Tokens may be exposed to attacks by hackers or other individuals that could result in theft or loss of the Tokens and the Purchaser's entire purchase price;
- g. risk of blockchain mining attacks: the Purchaser understands and accepts that, as with other public blockchain based systems that depend upon independent miners, the Project may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks plus any number of as-yet unknown attack vectors on the unique technologies and mechanisms of the Project. Any successful attacks present a risk to the Project, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of software computations;

- h. risk of market decline: the growth of the blockchain industry in general is subject to a high degree of uncertainty;
- i. volatility risks: the prices of blockchain assets such as Bitcoin and Ethereum have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. In addition, a decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens;
- j. risk of third party development: the Project is open-sourced. As an open source protocol, it will not be maintained or monitored by an official organization or authority, and it may be difficult for the core developers to maintain or develop the protocol, and the Company is neither responsible nor has adequate resources to arrange that issues or malicious programs are addressed adequately or in a timely manner. Third party developers not affiliated with the Company may introduce weaknesses or bugs into the Project, which may negatively impact the Project. Such events may result in a loss of trust in the security and operation of the Project;
- k. risk of insufficient token liquidity / loss of value: the Purchaser understands that regarding the Tokens no access to exchanges or market liquidity may be guaranteed and that the value (if any) of the Tokens over time may experience extreme volatility or depreciate resulting in loss that will be borne exclusively by the Purchaser;
- l. risk of uncertain tax treatment: the tax treatment of acquiring, holding and where permitted, selling, exchanging or otherwise disposing of the Tokens is uncertain, and the Purchaser must seek its own tax advice. Acquiring, holding and where permitted, selling, exchanging or otherwise disposing of the Tokens may result in adverse tax consequences to Purchasers, including liability for income taxes and responsibility for complying with certain tax reporting requirements. The Purchaser should consult with and must rely upon the advice of its own tax advisors; and
- m. risk of loss of private key: the Tokens can only be accessed by using a combination of Purchaser's information (Purchaser Wallet Address and private key). The Purchaser understands and accepts that if his/her private key file or password of the Purchaser Wallet Address were lost or stolen, the allocated Tokens associated with the Purchaser Wallet Address would be unrecoverable and would be permanently lost. The Company has no control over the Tokens; therefore, the Purchaser shall have no recourse to seek any refunds, recovery or replacements from the Company in the event of a Purchaser losing possession of its Purchaser Wallet Address through a loss, mismanagement or theft of access keys and/or passwords.

THE TOKENS INVOLVE A HIGH DEGREE OF RISK, INCLUDING THE POTENTIAL RISK OF EXPIRING WORTHLESS. YOU SHOULD BE PREPARED IN CERTAIN CIRCUMSTANCES TO SUSTAIN A TOTAL LOSS OF THE TOTAL PURCHASE PRICE.

13. Disclaimers

13.1

Purchaser Wallet Address

You assume full responsibility and liability for any losses resulting from (i) any intentional or unintentional misuse of Purchaser Wallet Address including, without limitation, any loss resulting from designating a wallet that is non-compliant with the Polygon blockchain for the receipt of the Tokens, or depositing one type of digital asset to a wallet intended for another type of digital asset, (ii) any intentional or unintentional loss of private key of the Purchaser Wallet Address and (iii) any intentional or unintentional sharing of private key of the Purchaser Wallet Address with anyone else. The Company assumes no responsibility or liability in connection with any such misuse.

13.2

Indemnity

The Company shall not be liable to the Purchaser, and the Purchaser will indemnify, defend and hold harmless the Company and its agents and advisors, and the successors and assigns of the foregoing, from and against, all or any part of any third party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorneys' fees and expenses) (collectively "**Claims**") for damages to or loss of property arising out of or resulting from the transactions contemplated herein, except to the extent such Claims arise from the bad faith or intentional misconduct of the Company.

13.3

Limitation of Liability

Neither the Company nor any other party involved in the transaction contemplated herein will be liable for any incidental, special, exemplary or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute activities of any kind arising out of or in connection with these Terms or the Purchaser's participation in, or inability to participate in, the contemplated transaction, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not the Company or any other person has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply. In no event will the Company's total liability to the Purchaser arising out of or in connection with these Terms or from the purchaser's participation in, or inability to participate in, the contemplated transaction exceed the Purchase Amount (as denominated in USD). The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between the Company and the Purchaser.

13.4

Class Action Waiver

Any Claims or disputes arising under these Terms will take place on an individual basis without resort to any form of class or representative action (the "**Class Action Waiver**"). This Class Action Waiver precludes any party from participating in or being represented in any class or representative action regarding a Claim. Regardless of anything else in these Terms to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and Purchaser

acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from these Terms.

13.5 No other representation or warranty

The Company does not give any other representation or warranty with respect to the Tokens or the **Company** and the applicability of articles 97 (in this respect) and 197 et seq. of the Swiss Code of Obligations is explicitly excluded.

14. Taxes

The price of the Tokens includes all taxes (if any) due by Company for the sale of the Tokens during the Offering Period under the laws of Switzerland. Purchaser is solely responsible for determining what, if any, taxes apply to your purchase of the Tokens, including, for example, sales, use, value added, and similar taxes. It is also Purchaser's sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from Purchaser's purchase of the Tokens.

15. Severability

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

16. Transfer and Assignment

The Purchaser must not transfer or seek to transfer any rights under these Terms (including any right to receive Tokens), and any attempt to transfer any such rights in violation of this provision is void ab initio. For the avoidance of doubt, the foregoing shall not restrict the right of the Purchaser to transfer Purchased Tokens received after the Token Generating Event, subject to Section 7.

17. Entire Agreement

These Terms constitute the sole and entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.

18. Notices to the Company

Any notice required or permitted by these Terms to the Company will be deemed sufficient when sent by email to the relevant address listed on the front page of these Terms, as subsequently modified by written notice received by the Purchaser.

19. Applicable Law and Jurisdiction

These Terms and the purchase of Tokens will be governed by and construed and enforced in accordance with the laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), as amended from time to time.

Any dispute arising out of or relating to these Terms and the purchase of Tokens, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the ordinary courts in Zug, Switzerland.