

## **Preamble**

The terms and conditions of this Agreement (as defined below) shall govern the use of Terraformer (as defined below) and shall constitute a binding contract between the Purchasers (as defined below), the Issuers (as defined below), and the Platform Operator (as defined below).

By browsing the Website any Visitor (as defined below) acknowledges to have read and understood this Agreement and agree to be bound by its terms and conditions and to comply with this Agreement and all applicable laws and regulations. If any Visitor does not agree with the terms and conditions of this Agreement, the Visitor should refrain from using the Website. The Visitor's consent is given once the Visitor ticks the box in the pop-up window which appears upon its first connexion and which says "I accept the terms and condition of the Agreement governing the use of Terraformer. This website uses cookies to ensure the Visitors get the best experience on our website. By continuing to use our website, the Visitors agree to the terms and condition of the Agreement governing the use of Terraformer, our Privacy Policy and to our Cookies Policy". By giving its consent, the Visitor confirms that its level of English is sufficient to understand the meaning of the terms and conditions of this Agreement as well as all the commitments, warranties, waivers and obligations contained herein.

If the Visitor is browsing the Website on behalf of a business or other entity, the Visitor represents and warrants that the Visitor has the necessary authority to bind that business or entity to the terms and conditions of this Agreement and that the Visitor is agreeing to this Agreement on behalf of that business or entity.



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The Platform Operator shall have the right to unilaterally modify and/or update the terms and conditions of this Agreement at any time without notice. The continuous use of the Website by the Visitor shall be deemed as acceptance of this Agreement in the last and most updated version. Any Visitor shall periodically check the terms and conditions of this Agreement.

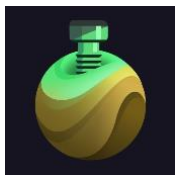
By making use of the Website, the Visitor acknowledges and agrees that: (1) The Visitor is aware of the risks associated with crypto-assets, including but not limited to cybersecurity risks and regulatory risks; (2) The Visitor shall assume all risks related to the use of Terraformer and crypto-assets transactions; and (3) The Platform Operator shall not be liable for any such risks or adverse outcomes.

It is understood and presumed that, before purchasing IDO tokens (as defined below), the Purchaser has fully read, understood, and irrevocably accepted the terms and conditions of this Agreement. If any Purchaser does not agree with this Agreement in general or any part, such Purchaser should refrain from using the Website and/or purchasing IDO tokens. This Agreement contains important provisions including an arbitration provision that requires all claims to be resolved by way of legally binding arbitration.

The market value of crypto-assets may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, or holding digital tokens.

### **1. Definitions And Interpretations**

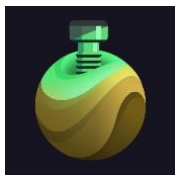
1.1. The following terms, as used herein shall have the following meanings respectively unless inconsistent with the subject or context. Other capitalized terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have



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such meaning throughout this Agreement.

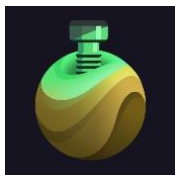
- 1.2. “Agreement” shall mean this contract between the Purchasers, the Issuers, and Terraformer for the use of the Platform and the Services.
- 1.3. “AML” means Anti Money Laundering.
- 1.4. “Confidential Information” shall mean any and all information of a confidential or proprietary nature (whether or not specifically labelled or identified as "confidential"), in any form or medium whatsoever, that relates to the parties or their respective directors, employees, customers, independent contractors, agents and affiliates, and the disclosure of which would cause harm to the party that information refers to.
- 1.5. “Terraformer” or “ Terraformer digital Platform” shall mean a digital Platform as described according to clause 2.3.
- 1.6. “TFM Platform Rules” refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Terraformer, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.
- 1.7. “TFM Tokens” shall mean the native utility-type cryptographic digital tokens issued by Terraformer.
- 1.8. “Platform Operator” shall mean the legal entity or entities operating the Terraformer digital Platform.
- 1.9. “Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or



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administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organisation.

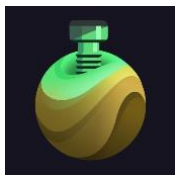
- 1.10. "GST" shall mean Goods and Services Tax.
- 1.11. "Intellectual Property" means any and all ownership or proprietary rights, rights of use or any other rights with respect to the domain names, patents and patent applications, trade secrets, trademarks and service marks, trademark and service mark registrations and applications (including, but not limited to IDO trademark), any other trade names, design rights, logos, copyrights, copyright registrations and applications, and any other intellectual or industrial property right in connection or related to IDO product.
- 1.12. "KYC" means Know Your Customer.
- 1.13. "KYB" means Know Your Business.
- 1.14. "Laws" shall mean and include any law, regulation, or other provisions that have legal effect in any jurisdiction where the Business is situated or operates;
- 1.15. "Licensed Product" includes the Terraformer Fundraising Platform, IDO, Seed IDO, TFM Vaults and any other Intellectual Property of the Service Provider licensed to the Customer under this Agreement for the purposes of conducting the Issuer IDO and provision of any other services of the Service Provider under this Agreement.
- 1.16. "Purchasers" shall mean Users of Terraformer who purchase IDO Tokens.
- 1.17. "Issuer(s)" shall mean a company duly registered and validly existing in their country of incorporation that sells Utility Tokens within the context of a Strong



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Holder Offering.

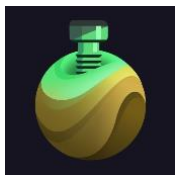
- 1.18. “Platform” or “Terraformer Platform” means an online platform accessible through the website <https://tfm.com/> an application wholly owned and operated by Terraformer.
- 1.19. “Prohibited Person” shall mean any individual or legal entity that is (i) a national or resident of, or legal entity formed or incorporated within or subject to the laws of any United States embargoed or restricted country; (ii) solely with respect to the non-government sanctioned trading, mining, minting of digital assets or cryptocurrency, or support of the foregoing, a national or resident of, or legal entity formed or incorporated within, or subject to the laws of the People’s Republic of China; (iii) a national or resident of, or legal entity formed or incorporated within or subject to the laws of the Republic of Cuba, Democratic People’s Republic of North Korea, Islamic Republic of Iran, Libya, Republic of South Sudan, Republic of Sudan, Syrian Arab Republic, or the Crimea; (iv) included on, or affiliated with any Person on, the United States Commerce Department’s Denied Persons List, Entities List, or Unverified List; the U.S. Department of the Treasury’s Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State’s Debarred List; or UN Sanctions; (v) a Person with whom business transactions, including exports and re-exports, are restricted by a United States Governmental Authority, including each item listed in the foregoing clauses (i), (ii), (iii), (iv) and (v) and any updates or revisions thereto and any newly published rules therefore; or (vi) a subject or target of any other economic



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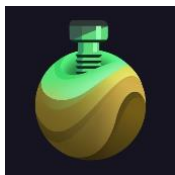
sanctions administered or enforced by the United Nations, the European Union, the United States of America, or the United Kingdom.

- 1.20. "Purchase Price" shall mean the price the Purchaser shall pay in consideration for purchasing the IDO Tokens.
- 1.21. "Sanctions" shall mean collectively sanctions administered or enforced by any country, government or public authority.
- 1.22. "Services" shall mean the services described in clause 2.1.
- 1.23. "IDO Funds" mean the proceeds deriving from the sale of IDO Tokens.
- 1.24. "IDO Tokens" shall mean the Utility Tokens sold and purchased within the context of an IDO.
- 1.25. "Strong Holder Offering (IDO)" shall have the meaning ascribed to it in clause 3.1.
- 1.26. "Tax", "Taxes", or "Taxation" shall mean any taxes, duties, levies, imposts or other sums payable by reference to profits, revenue or transactions.
- 1.27. "TGE" shall mean Token Generation Event.
- 1.28. "Third-Party/Third-Parties" shall mean any other natural which is not a User or a Visitor.
- 1.29. "Token Metrics" mean the information concerning the IDO Tokens, including but not limited to the token denomination, characteristics, tokenomics model, token supply, vesting schedule, price, technical specifications and functionalities (utilities) and any other technical or commercial information or metric of the Utility Tokens that may be relevant in the context of an IDO.
- 1.30. "User" shall mean a person who has registered and obtained an account on the Website.



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- 1.31. "Utility Tokens" shall mean utility-type crypto-assets according to the definitions of (a) the "Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs)" issued by the Swiss financial regulator (FINMA) on 16 February 2018, (b) the "Report with advice for the European Commission on crypto-assets" issued by the European Banking Authority (EBA) on 9 January 2019, (c) the "Guidance on Crypto Assets: Feedback and Final Guidance to CP 19/3" issued by the British financial regulator (FCA) in July 2019, and (d) point n. 86 of the "Advice Initial Coin Offerings and Crypto-Assets" issued by the European Securities and Markets Authority (ESMA) on 9 January 2019.
- 1.32. "VAT" shall mean Value Added Tax.
- 1.33. "Visitor" shall mean any individual or legal entity browsing the Website.
- 1.34. "Website" or "Terraformer website" shall mean this website accessible at the following URLs: <https://tfm.com/>.
- 1.35. Except where the context requires otherwise, this Agreement will be interpreted as follows:
- 1.35.1. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 1.35.2. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- 1.35.3. Words importing the singular shall include the plural and vice versa;
- 1.35.4. Reference to Articles and Schedules are to articles and schedules of this Agreement;



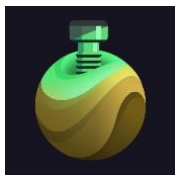
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- 1.35.5. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neutral genders;
- 1.35.6. The ejusdem generis (of the same kind) rule will not apply to the interpretation of this Agreement; accordingly, include and including will be read without limitation;
- 1.35.7. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time in terms thereof;
- 1.35.8. A reference to a statute or statutory provision includes, to the extent applicable at any relevant time;
- 1.35.9. That statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision whether before or after the date of this Agreement; and
- 1.35.10. Any subordinate legislation or regulation made under the relevant statute or statutory provision;
- 1.35.11. References to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

## **2. Terraformer**

- 2.1. Terraformer is a digital platform providing brokerage services to facilitate the connection between Purchasers and Issuers within the scope of reward-based crowdfunding initiatives involving the sale of Utility Tokens.
- 2.2. Terraformer shall provide the Issuer(s) and the Purchaser(s) with the IT

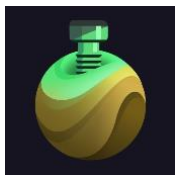




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infrastructure that allows them to meet and enter into a legal relationship between themselves concerning, respectively, the sale and purchase of Utility Token. It is understood and agreed that the legal relationship concerning the Utility Token sale and purchase shall occur between the Issuer(s) and the Purchaser(s) and shall not involve Terraformer, whose role is limited to creating the conditions for this relationship to take place.

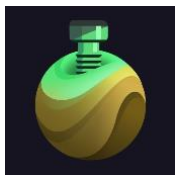
- 2.3. The Terraformer digital platform shall comprise the Website (whose domains include but are not limited to <https://tfm.com/>), mobile applications, applets and other applications and/or web platforms that are developed to offer the Services, including independently-operated platforms, websites and Issuers within the Platform.
- 2.4. Terraformer is operated by the Platform Operator. From a legal perspective, if Terraformer or the Platform are referred to, the subject of any duties or obligations remains the Platform Operators (i.e., the legal entities operating the Platform). The Platform itself is not a legal subject and cannot assume responsibilities or obligations.
- 2.5. The Platform Operator shall correspond to the legal entities that are responsible for the provision of the Services. Given the high level of uncertainty over the legal framework concerning crypto-assets and for the purpose of mitigating the regulatory risks associated with such uncertainty, the Platform Operator may change. In this case, the new legal entities shall be considered as Platform Operator and shall meet their obligations under these T&C. Any change in the Platform Operator legal structure shall not affect the rights and obligations of the



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Issuers and the Purchasers.

- 2.6. In case of a dispute, the plaintiff shall determine the counterparties depending on the relevant services and the particular actions or omissions that affect the rights or interests of the plaintiff.
- 2.7. The Platform Operator is not a bank, a security firm, an asset manager, a portfolio manager or an investment advisor. The Platform Operator is not a financial institution or a financial service provider. The Platform Operator has not received any license or authorisation by any regulatory authority. The Platform Operator does not, and shall not at any time, give any financial advice whatsoever, including with regards to the purchase of digital tokens. Please note that the Platform Operator is not acting as a financial institution or as a financial service provider, nor the Platform Operator is issuing or offering any security or financial instrument.
- 2.8. The Platform Operator is an independent contractor but not an agent of the Purchaser(s) and/or Issuer(s) in the performance of the Services. This Agreement shall not be interpreted as base or evidence of an association, joint venture, partnership, or franchise between the parties.
- 2.9. The Purchaser(s) and the Issuer(s) acknowledge, understand and agree that the Platform Operator assumes no obligations to help Purchaser(s) and/or Issuer(s) to enforce any claims they might have towards each other, which would result from any of their engagements entered into as a result of the Services and/in connection with their use of Terraformer digital Platform; but the Platform Operator reserves the right to do so at its sole discretion.



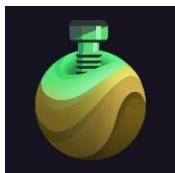
2.10. The current Platform Operator shall correspond to Terraformer Corporation, a company duly established and validly existing under the laws of Marshall Islands, having its corporate seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, registered under number 111734 (hereinafter referred to as “We” or “the Issuer”), represented by the Director Sarah Amy Grice.

### **3. Initial Decentralised Offering (IDO)**

3.1. For the purposes of this Agreement, an Initial Decentralised Offering (IDO) shall be an innovative crowdfunding method aiming to procure financial resources for entrepreneurial initiatives (i.e., the Issuers) that will invest those resources in the further development of their project.

3.2. The Issuer(s) shall use the proceeds deriving from the IDO to execute the mission, vision, business strategy and objectives communicated to its community through its whitepaper, website, social media and other communication channels, including but not limited to public statements of directors, officials and team members.

3.3. In order to participate in IDO Sales, the Purchaser(s) shall need to allocate and lock a certain amount of TFM Tokens within a smart contract according to the indications on the Website. The Platform Operator’s automated system evaluates the quality of the wallets connected with the smart contract based on multiple criteria, including, but not limited to, amounts of TFM Tokens held in the wallet, amounts of staked tokens and token movements. The outcome of the wallet scan determines whether or not the Purchaser will be allowed to participate in the IDO.

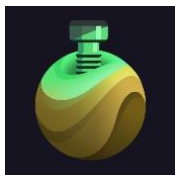


The wallet selection shall involve a random selection of the wallets that present similar or equivalent characteristics.

- 3.4. If the Purchaser's wallet has been selected by the aforementioned automated system. The Purchaser has the possibility to buy the IDO Tokens pertaining to a particular IDO within a certain time specified on the Website. If the Purchaser does not exercise this option within the given timeframe, the Purchaser shall lose the option to purchase the IDO Tokens.
- 3.5. Within the context of an IDO, the Purchase Price shall be paid by the Purchaser(s) to the Issuer(s) in UST stablecoin, according to the instructions on the website. The delivery of the IDO Tokens shall be governed by a smart contract and shall follow the vesting schedule described on the Website.
- 3.6. By accepting this Agreement and accessing Terraformer, the Purchaser consents to the Platform Operator's right to stake its tokens. Within the framework of staking protocols, the Platform Operator locks the Purchaser's tokens for an unspecified period of time, rendering them invisible in the Purchaser's wallet and unable to be traded, withdrawn or otherwise disposed of, unless the Purchaser unstakes the tokens, which may result in additional costs and fees.

#### **4. Purchaser(s)**

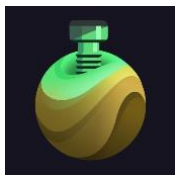
- 4.1. The Purchaser shall be a User of Terraformer that, at its sole discretion, decides to take the opportunity to participate in the staking mechanism and/or in one or multiple IDOs. The Purchaser shall mature such a decision taking into consideration all the risks involved with cryptographic digital tokens, including but not limited to regulatory risks and cybersecurity risks. The Purchaser may partially



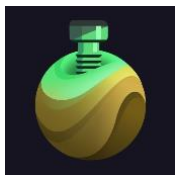
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rely on the contents published on the Website to mature its decision. However, the Purchaser acknowledges, agrees, and understands that the Website and the contents published herein shall not constitute investment advice, financial advice, trading advice, or any other sort of advice and that the Purchaser shall not treat any of the Website's content as such. The Purchaser alone assumes the sole responsibility of evaluating the merits and risks associated with using any information or other content on the Website before making any decisions based on such information. The Purchaser understands that the crypto market is characterised by high volatility, and it should be aware of the concrete possibility of losing the entirety of the funds allocated in the crypto market. The Purchaser should refrain from using funds it cannot afford to lose when purchasing cryptocurrencies and other digital tokens.

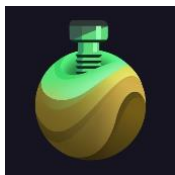
- 4.2. The Purchasers acknowledge, agree, and understand that the Platform Operator does not, in any way, supervise, direct, or control any of the Issuers and that the Platform Operator does not control, verify, assure, guarantee and warrant that the information provided by the Issuer(s) to the Purchaser(s) through the Website are honest, accurate, complete and updated. The Purchaser(s) shall conduct their own due diligence on the Issuer(s) before purchasing IDO Tokens when participating in an IDO.
- 4.3. The Purchasers expressly agree that they are purchasing and receiving IDO Tokens at their sole risk and that the Website and IDO Tokens are provided on an "as is" basis without warranties of any kind, either expressed or implied.



- 4.4. The Purchasers understand and agree that the purchase and any other acquisition of IDO Tokens carry significant risks. Therefore, the purchase of IDO Tokens should be undertaken only by Purchasers experienced with cryptographic tokens and blockchain-based software with a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.
- 4.5. By purchasing IDO Tokens, the Purchasers confirm that they understand and assume the risks involved in such a transaction. In particular, the Purchasers confirm to fully understand and accept the following.
  - 4.5.1. Any IDO will not involve the issuance of any securities (whether equity securities or otherwise, including unregistered security) or other kinds of investment certificates.
  - 4.5.2. IDO Tokens are merely cryptographic tokens existent on one or multiple blockchains that can enable usage of and interactions with digital services and applications provided by the related Issuer.
  - 4.5.3. IDO Tokens are not redeemable, nor associated with financial return or backed by any underlying asset, security or repurchase commitment and do not necessarily have liquidity or market value.
  - 4.5.4. IDO Tokens do not stand for any sort of investment contract for all intents and purposes.
  - 4.5.5. The purchase of IDO Tokens is not an investment, nor a collective investment scheme and the Purchaser(s) shall not expect any repayment, refund, return or profit from participating in the Venture Yield or in an IDO.



- 4.5.6. The Purchaser(s) shall participate in the Venture Yield or in an IDO with the purpose of investing, speculating or pursuing a profit. By participating in the Venture Yield or in an IDO, the Purchaser(s) shall not expect to get anything other than IDO Tokens in return for the Purchase Price.
- 4.5.7. The Purchaser(s) payment for the purchase of IDO Tokens will be non-refundable. Therefore, The Purchaser(s) shall give full considerations to all risk factors, including but not limited to the volatility of cryptocurrency prices and markets in general, risks of systemic failure, risks of code failure, bugs, hardware failure, loss of data, theft, lost usernames, passwords or private keys, incorrectly executed transactions and/or hacks which can lead to, inter alia, the complete loss of the IDO Tokens.
- 4.5.8. Blockchain technology allows new forms of interaction, and 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 of the staking mechanism and/or IDO and which may, inter alia, result in substantial modifications or loss of IDO Tokens.
- 4.5.9. The field of digital cryptography is very new, and for this reason, there is a risk of unforeseen attacks on several or all parts of the Terraformer digital Platform. In the event of such an attack/hack, Parties may lose their TFM Tokens, IDO Tokens and stablecoins.



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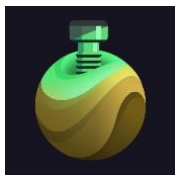
4.6. The Purchaser understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed hereinafter:

4.6.1. Risks associated with (intellectual) property rights: the Purchaser understands and accepts that, due to a lack of originality of the software and to the immaterial character of the IDO Tokens, there may be no title of ownership in and to the IDO Tokens.

4.6.2. Risks associated with IT: the Purchaser understands and accepts that the smart contracts, the Website, all the components of the Terraformer digital Platform, the blockchain (i.e. the Ethereum blockchain) are still in an early stage and unproven. The Purchaser understands and accepts that there is no warranty that the process for delivering IDO Tokens and/or the smart contracts will be uninterrupted or error-free and acknowledges that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of TFM Tokens, IDO Tokens, and stablecoin. The Purchaser understands and accepts that the smart contracts and/or underlying protocols and/or any other software involved may either delay and/or not execute the delivery of IDO Tokens.

4.6.3. Regulatory risks: the Purchaser understands and accepts 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 of the Terraformer digital Platform and which may, inter alia, result in substantial modifications of the





Terraformer digital Platform, including its termination and the loss of IDO Tokens.

- 4.6.4. Risks associated with abandonment/lack of success: the Purchaser understands and accepts that the development of the Issuer(s) may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competitors). The Purchaser, therefore, understands that there is no assurance that, even if the Issuer is partially or fully developed and launched, the Purchaser will receive any benefits through the IDO Tokens held by him/her/it.
- 4.6.5. Risks associated with a loss of private key: the Purchaser understands and accepts that IDO Tokens can only be accessed by using a digital wallet. The Purchaser understands and accepts that if his/her/its private key or password gets lost or stolen, the IDO Tokens associated with the Purchaser's digital wallet will be unrecoverable and will be permanently lost.
- 4.6.6. Risks associated with Parties' wallet: the Purchaser understands and accepts that Terraformer is in no way responsible for the digital wallet on which the IDO Tokens are transferred. The Purchaser(s) shall understand and agree that they are solely responsible for the access and security of their digital wallet, for any security breach of their wallet and/ with any loss of IDO Tokens resulting from digital wallet service providers, including any termination of the service by the digital wallet service provider and/or



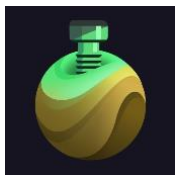
bankruptcy of the digital wallet service provider. The Purchaser understands and accepts that the wallet or digital wallet service provider used for the IDO, has to be technically compatible with the IDO Tokens. The failure to assure this may have the result that the Purchaser will not gain access to his/her/its IDO Tokens.

4.6.7. Risks associated with theft/hacks: the Purchaser understands and accepts that the smart contracts, the Website, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to cyber attacks by hackers or other individuals that could result in theft or loss of TFM Tokens and/or IDO Tokens, and/or stablecoins.

4.6.8. Risks associated with depreciation: the Purchaser understands and accepts that with regard to IDO Tokens, no market liquidity may be guaranteed and that the value of IDO Tokens over time may experience extreme volatility or depreciate in full.

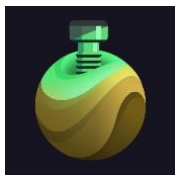
4.7. The Purchaser(s) shall confirm that they have understood all the risks mentioned above and hereby confirm that they use Terraformer at their own risk. The Purchaser(s) shall understand and agree that Terraformer shall not be liable for any damage or loss incurred by the Purchaser(s) due to the materialisation of any of the risks mentioned above. The Purchaser(s) shall release the Platform Operator from any liability for any damage and/or loss arising, directly or indirectly, from their use of the Terraformer digital Platform.

## **5. Issuer(s)**



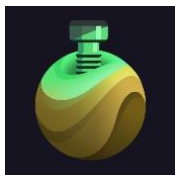
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- 5.1. The Issuer shall be an innovative entrepreneurial initiative engaged in a crowdfunding operation executed through the issuance and sale of Utility Tokens within the context of an IDO. The Issuer shall use Terraformer digital Platform and the Services only for the purpose of the aforementioned crowdfunding operation. The proceeds derived from the sale of its Utility Tokens (i.e., IDO Tokens) shall be used by the Issuer with the sole purpose of executing the mission, vision, business strategy and objectives communicated to its community through its whitepaper, website, social media and other communication channels, including but not limited to public statements of directors, officials and team members of the Issuer.
- 5.2. The Issuer shall honestly and accurately represent the characteristics of its initiative in order to allow the Purchasers to take an informed and conscious decision concerning the purchase of IDO Tokens.
- 5.3. The Issuer shall communicate honest, accurate and updated information to Terraformer at all times. The Issuer shall not modify the Token Metrics without the prior written consent of Terraformer and shall be liable towards the Purchasers for such changes.
- 5.4. The Issuer shall obtain a legal opinion assessing the legal qualification of its IDO Tokens.
- 5.5. The Issuer represents and warrants the following.
  - 5.5.1. The Issuer is a corporation duly organised, validly existing and in good standing under the laws of the state of its incorporation, and has the power



and authority to own, lease and operate its properties and carry on its business as now conducted.

5.5.2. The execution, delivery and performance by the Issuer of this Agreement are within the power of the Issuer and, other than with respect to the actions to be taken when IDO Tokens are to be delivered to the Purchaser, has been duly authorised by all necessary measures on the part of the Issuer. This Agreement constitutes a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, 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. The Issuer is not in violation of (a) its current certificate of incorporation or bylaws, (b) to its knowledge, any material statute, rule or regulation applicable to the Issuer including but not limited to, virtual assets and virtual asset service providers regulation, securities, investment adviser, broker-dealer, money services business, money transmitter regulations, regulations preventing dealings with certain sanctioned individuals, entities and countries and money laundering and terrorist financing regulation (for which the Issuer has adopted adequate procedures and policies) or (c) any material indenture or contract to which the Issuer is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Issuer.



- 5.5.3. The performance and consummation of the transactions contemplated by this Agreement do not and will not: (a) violate any material judgment, statute, rule or regulation applicable to the Issuer; (b) result in the acceleration of any material indenture or contract to which the Issuer is a party or by which it is bound; or (c) result in the creation or imposition of any lien upon any property, asset or revenue of the Issuer or the suspension, forfeiture, or nonrenewal of any material permit, license or authorisation applicable to the Issuer, its business or operations.
- 5.5.4. The Issuer owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.
- 5.5.5. Neither the Issuer nor any of its subsidiaries nor any director, officer, agent, employee, affiliate or person acting on behalf of the Issuer or any of its subsidiaries are (a) currently the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or other relevant sanctions authority (hereinafter collectively referred to as "Sanctions"); or (b) located, organised or resident in Iran, North Korea, Cuba, Sudan or Syria. The Issuer and its subsidiaries have not



knowingly engaged in for the past five years, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any individual or entity, or in any country or territory, that at the time of the dealing or transaction is or was the target of Sanctions prohibiting any such dealings or transactions. Neither the Issuer nor any of its subsidiaries nor any director, officer, agent, employee, nor any Representative are a Prohibited Person; nor has the Issuer, its Representatives or any of the Issuer's Affiliates engaged in any dealings or transactions with any Prohibited Persons; and the Issuer, its Representatives and its Affiliates have complied with all requirements of laws, government orders or resolutions of United Nations relating to anti-money laundering, anti-terrorism, trade embargos and economic sanctions applicable to its, its Representatives or its Affiliates' activities. Neither the Issuer, nor any person having a direct or indirect beneficial interest in the Issuer or the Agreement being acquired by Issuer, or any person for whom Issuer is acting as agent or nominee in connection with the Agreement, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

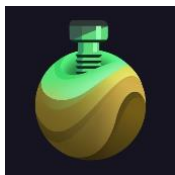
5.6. Furthermore, the Issuer covenants that:

5.6.1. The Issuer will not issue or use the IDO Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction, including,



but not limited to, the issuance or use of the IDO Tokens in connection with transactions that contradict international standards on anti-money laundering and counter-terrorism financing procedures.

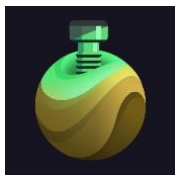
- 5.6.2. The IDO Tokens, which will be transferred to the Purchaser hereunder, does not and will not represent the proceeds of a money laundering offence or a terrorist activity financing offence under anti-money and counter-terrorism financing regulations applicable to the Issuer.
- 5.6.3. The Issuer represents and warrants that upon transfer of the IDO Tokens to the Purchaser under this Agreement, the Purchaser will have valid title to such IDO Tokens.
- 5.6.4. The Issuer hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction (with respect to the Issuer's nationality and residence) in connection with the issuance of the IDO Tokens, including (a) the legal requirements within its jurisdiction (with respect to the Issuer's nationality and residence) for the issuance of the IDO Tokens, (b) any foreign exchange restrictions applicable to such IDO Tokens issuance, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the issuance and transfer of the IDO Tokens. The Issuer's issuance of the IDO Tokens according to this Agreement will not violate any applicable securities or other laws of the jurisdiction(s) of the Issuer's nationality and residence. The Issuer is not a resident of any country in which the issuance of the IDO Tokens is prohibited.



**6. Know Your Customer / Know Your Business / Anti Money Laundering**

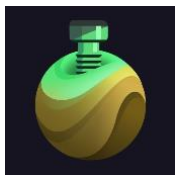
- 6.1. The Platform Operator is obliged to exert control over the Purchaser(s) and Issuer(s) in order to comply with Know Your Customer (KYC) and Know Your Business (KYB) standard practises and Anti Money Laundering (AML) applicable laws and regulations (together, "KYC/AML regulations"). The Platform Operator expects the Purchaser(s) and the Issuer(s) to be acting in good faith regarding the information provided at the creation of the Business Relationship and during the Business Relationship. The Purchaser(s) will not be able to receive any payments from the Issuer(s) unless the Purchaser conforms successfully with established KYC procedures in accordance with our AML Policy.
- 6.2. The Purchaser(s) and the Issuer(s) must provide the Platform Operator with true and accurate details of all required KYC, KYB and AML requirements. The Purchaser(s) and the Issuer(s) acknowledge that by failing to submit all necessary KYC/KYB/AML information. The Purchaser(s) and the Issuer(s) will not receive any Future Tokens. The Purchaser(s) and the Issuer(s) will take all reasonable and necessary measures to rectify any issues.
- 6.3. The Purchaser(s) and the Issuer(s) shall provide any further items and documentation which the Platform Operator may reasonably request in the case of further Investigations at the discretion of the Platform Operator or to actualise the Business Relationship according to its legal obligations.





## *Terraformer General Agreement*

- 6.4. The Purchaser(s) and the Issuer(s) use will not violate any and all laws and regulations applicable to the Purchaser, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.
- 6.5. The Platform Operator performs KYC/AML checks on Purchaser(s) and Issuer(s) eligible for participation (including receiving payments from Issuers) within the Platform. The Parties acknowledge, agree, and understand that the Platform Operator will transfer to a third party service provider any collected KYC/AML data and that the Platform Operator has the independent right to terminate the Purchaser's participation in the community of that Issuer, including termination of the possibility to provide Created Content and/or any other services to Purchasers, and the possibility to receive payments from the Issuer, all based on the results of the KYC/AML checks.
- 6.6. Sanctions
- 6.6.1. The Purchaser(s) and the Issuer represent and warrant that they have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council Sanctions List), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or the denied persons or entity list of the U.S. Department of Commerce.
- 6.6.2. Pursuant to the economic sanctions programs administered in the jurisdictions where the Platform Operator conducts business, the Platform Operator is prohibited from providing services or entering into relationships with certain individuals and entities. In the event that the



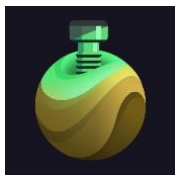
Platform Operator is required to block assets associated with the Parties' Terraformer Account in accordance with a sanctions program or other similar government sanctions programs, the Platform Operator may (i) deactivate or block Purchasers activity, (ii) and withhold any outstanding rewards. The Platform Operator is not responsible for any losses, whether direct or indirect, that the Parties may incur as a result of our complying with applicable law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant or other legal order. Accessing Terraformer Services and Terraformer Platform (including any engagement with Issuer(s) through the Terraformer Platform) is subject to compliance with economic sanctions imposed by applicable jurisdictions. Using Terraformer Services and accessing Terraformer Platform, the Parties represent and warrant that their use of any of the Platform Operator's services complies with those requirements.

- 6.6.3. Without limiting the foregoing, the Parties may not acquire any cryptographic tokens or use any of the Terraformer Services through the Terraformer Platform if: (1) if anyone is in, under the control of, or a national or resident of any country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or is on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) The Parties intend to supply



the acquired cryptocurrency(ies) or Terraformer Services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial sanctions regime.

- 6.7. The Platform Operator reserves the right to choose markets and jurisdictions to conduct business and may restrict or refuse, in its discretion, the provision of services in certain countries or regions.
- 6.8. Documents submitted must be verified prior to the opening of a Terraformer Account. Verification of the identity of the Parties will be required to cross-check the Parties' identities, using provided information and other controls to ensure a meaningful identity confirmation process based on accumulated reward size, among other factors. The following are examples of verification methods the Issuer may use:
  - 6.8.1. Obtaining proof of address, such as a copy of a utility bill or bank statement from the Account holder;
  - 6.8.2. Comparing the identifying information with information available from a trusted third-party source, such as international databases;
  - 6.8.3. Analysing whether there is logical consistency between the identifying information provided, such as the User's name, street address, ZIP code, and date of birth (logical verification);



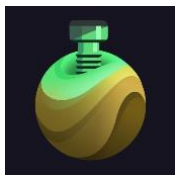
*Terraformer General Agreement*

- 6.9. The Parties are obliged to comply with “Know-Your-Business” (“KYB”), and “Anti Money Laundering” (“AML”) standard procedures and other banking or government regulations. The Parties fully agree to assist the Platform Operator in fulfilling the mentioned obligations and provide any necessary information if such is required from the Purchaser by the Governmental Authorities.
- 6.10. The Parties have not and will not supply the Platform Operator with inaccurate or misleading information relating to Purchaser’s purchase of the Tokens, including, without limitation, as to the Purchaser’s identity and source of funds. The Parties will supply the Platform Operator with all accurate information, documentation or copy documentation that the Platform Operator may require in order to allow the Platform Operator to accept the Purchaser’s purchase of Tokens and allocate Tokens to the Purchasers, and the Parties will provide the Platform Operator with any additional information which may be reasonably required in order that the Issuer can fulfil its legal, regulatory, and contractual obligations, including but not limited to any anti-money laundering and "Know Your Business" Obligations and/or any change to the information that the Parties have supplied to the Issuer.
- 6.11. At the discretion of the Platform Operator, if the type of Terraformer Account increases the risk that the Platform Operator will not be able to verify the true identity of the Parties through documents is confirmed, the Terraformer Account will be closed by the Platform Operator.
- 6.12. As part of the Platform Operator’s compliance process with such regulations, the Platform Operator shall conduct KYB/KYC checks on the Parties through a third party platform. Such checks shall be conducted prior to the Purchaser’s payment



of the Purchase Price. As part of such checks, the Platform Operator shall collect and store, and the Purchaser agrees to provide prior to the purchase of the Tokens or prior to the transfer of the Tokens to the Platform Operator, the following types of data:

- 6.12.1. Purchaser name;
  - 6.12.2. Jurisdiction of Incorporation;
  - 6.12.3. Extract from the local commercial register and other incorporation documents;
  - 6.12.4. Be sure to check which documents can be used for the Party's relevant country – in Annex II.
- 6.13. The third-party KYB service provider shall conduct on behalf of the Platform Operator further AML checks concerning the director(s), shareholder(s), and ultimate beneficial owner(s) of the Parties through a KYB Form that shall be filled in by the Parties.
- 6.14. Furthermore, the Parties or the third-party service provider selected by the Platform Operator would collect and store, and the Parties agrees to provide prior to the purchase of the Tokens or prior to the transfer of the Tokens, data, including but not limited to the Parties' director(s), shareholder(s) and ultimate beneficial owner(s). The duration of such data restoration shall be within the time limits provided by law.
- 6.15. In certain cases (when additional verification by bank or compliance authority is needed according to Governmental Authorities, AML or KYC/KYB policies), the Platform Operator may require the Parties to provide additional information and/or



any other documents that the Platform Operator may reasonably request to satisfy applicable KYB and AML requirements.

- 6.16. The Platform Operator shall be entitled to immediately terminate this Agreement if the Platform Operator has reasonable doubts as to the validity, authenticity and genuineness of the data provided by the Parties, or in case the Parties has failed to provide the data and other additional information as required above. In such case, the Parties will be deemed to have violated the provisions of this Section of this Agreement and the Platform Operator shall refuse to transfer the Tokens to the Purchaser and shall use its commercially reasonable best efforts to refund the Purchase Price, including any cryptocurrencies, that the Issuer has actually received from the Purchaser to purchase the Tokens from the Issuer in the same amount (of the form of payment, whether money or any cryptocurrencies, as applicable) it has been transferred to the Issuer (with no interest or any other amounts due on such funds, subject to the deduction of any transfer fees paid by the Issuer). In addition, the Platform Operator has the right to use any possible efforts for preventing money laundering and terrorism financing, including, but not limited to, blocking the Purchaser's Wallet and disclosing any information about the Parties to the Governmental Authority on their request, without the Parties' knowledge or consent.
- 6.17. All payments by the Purchaser to the Issuer in connection with this Agreement shall be made only in the Purchaser's 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, or similar laws, as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

- 6.18. As part of the Platform Operator’s commitment to the prevention of money laundering, the Platform Operator will not tolerate any Token-holder abusing their services for such matters. If the Platform Operator suspects any Token-holder is abusing their services for the purposes of money laundering, they reserve the right to freeze any funds used to purchase the Tokens. The Platform Operator reserves the right to report any suspicious activities to the Governmental Authorities without the Token-holder’s knowledge or consent.

## **7. Data Protection**

- 7.1. The Platform Operator shall manage the personal data of the Parties, shareholders, beneficial owners, advisors and/or employees as per the requirements of the EU REGULATION 2016/679 on data protection, also referred to as the General Data Protection Regulation ( GDPR).

### **7.1.1. Personal Data:**

- 7.1.1.1. The Purchasers and the Issuer agree and consents to the Platform Operator gathering Personal Data and other information relating to the Purchaser for the purposes of fulfilling this Agreement, including to facilitate the issuance and transfer of the Future Tokens and to comply with Laws and Legal Requirements.

### **7.1.2. GDPR Compliance:**



7.1.2.1. The Platform Operator is committed to ensuring the protection of all personal information that the Platform Operator holds and to protect all such data. The Platform Operator recognises its obligations in updating and expanding this program to meet the developing requirements of GDPR or similar international requirements. The Platform Operator is dedicated to safeguarding all personal information under its control and in maintaining a system that meets our obligations under the GDPR requirements.

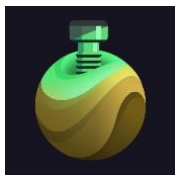
7.1.2.2. In relation to GDPR, the Ecosystem Operator appoints its relevant departments, as its EU representative for the purposes of article 27 of the EU General Data Protection Regulation 2016/679, whose email address is [dataprotection@tfm.com](mailto:dataprotection@tfm.com)

7.1.2.3. If the Party is a resident of the European Union, the Parties have the right to file a complaint concerning their data protection with the competent supervisory authority, being the Belgian EU Data Protection Authority. A Party can contact them at the following address: Rue la Presse / Persstraat 35, 1000 Brussels / Email: [contact@apd-gba.be](mailto:contact@apd-gba.be).

7.1.3. Cross-Border Data:

7.1.3.1. Information that the Platform Operator collects may be stored and processed in and transferred between any of the countries in which the Platform Operator operates or utilises services to enable the use of the information in accordance with this Agreement.





7.1.4. The Parties agree to such cross-border transfers of personal information.

7.1.4.1. KYC and other data is safely stored by the Platform Operator on an Amazon S3 server in Frankfurt, Germany. This data is kept encrypted and safely transferred to be kept in cold storage;

7.2. The Platform Operator does not keep any personal data related to its KYC/KYB/AML procedures following its handover to the respective Issuer entity. All data is purged. The Platform Operator also does not save/keep any KYC/KYB/AML data in its databases at any time.

7.3. The Platform Operator will not share any KYC/AML data with any third parties except for the relevant Issuer or, if necessary, its KYC provider (which name is: KYC3), unless complying with relevant authorities and regulations.

7.4. Protecting the Parties' privacy is very important to the Platform Operator. Before accessing and using any of our services, you shall be required to review and consent to Terraformer's Privacy Policy.

## **8. Assignment**

8.1. Limited License

8.1.1. The Platform Operator hereby grants the Purchasers a personal, non-exclusive, non-transferable, non-sublicensable and limited license, subject to the terms of this Agreement, to access and use Terraformer solely for informational, transactional, or other approved purposes as permitted by the Platform Operator from time to time. Any other use of the Terraformer Platform is expressly prohibited. All other rights in the Terraformer Platform are reserved by the Platform Operator. The Platform Operator



## *Terraformer General Agreement*

reserves all rights in the Terraformer Platform, and the Purchasers and Issuers agree that this Agreement does not grant the Purchaser any rights in or licenses to the Terraformer Platform, except for this express, limited license. The Purchaser will not otherwise copy, transmit, distribute, sell, resell, license, decompile, reverse engineer, disassemble, modify, publish, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the content available on the Terraformer Platform or any other part of the Terraformer Platform or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, The Purchaser will not frame or display the Terraformer Platform (or any portion thereof) as part of any other website or any other work of authorship without prior written permission. If the Parties violate any portion of this Agreement, the Parties' permission to access and use the Terraformer Services may be terminated pursuant to this Agreement. In addition, the Platform Operator reserves the right to all remedies available at law and in equity for any such violation.

- 8.2. The Purchaser(s) and the Issuer(s) may not assign any of their rights, licenses, or obligations under this Agreement without the Platform Operator' prior written consent. Any such attempt at assignment by the Parties shall be void. The Platform Operator may assign its rights, licenses, and obligations under this Agreement without limitation and without prior consent.



## *Terraformer General Agreement*

8.3. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by the Parties but may be assigned by the Platform Operator without restriction, including without limitation to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Terraformer Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and insure to the benefit of the Parties, their successors and permitted assigns.

### **9. Intellectual Property Rights**

9.1. Intellectual property rights and all other proprietary rights in relation to the content available on the Website (including but not limited to software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information, and their selection and arrangement) (hereinafter: the "Website Content") are the exclusive property of the Platform Operator and its licensors. The Platform Operator or its licensors' rights to the Website Content include rights to:

9.1.1. The Website; and;

9.1.2. All designs, layouts, software, displayed, and technical information associated with the Website.

9.2. All Intellectual property rights in the Website Content not expressly granted herein are reserved to the Platform Operator. All copyright and other proprietary notices shall be retained on all reproductions.

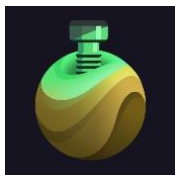
9.3. Any other use of the Website Content, including without limitation distribution, reproduction, modification, making available, communicating to the public,



## *Terraformer General Agreement*

publicly performing, frame, download, display, or transmission, in whole or in part, without the prior written consent of the Platform Operator is strictly prohibited.

- 9.4. The Purchaser(s) and Issuer(s) may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter: the “Software”), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.
- 9.5. The Platform Operator and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Website.
- 9.6. The Platform Operator, together with its licensors expressly reserve all Intellectual property rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Website. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. Any use of the Website, including copying or storing it or them in whole or part, other than for own personal, non-commercial use, is prohibited without the prior consent of the Platform Operator.
- 9.7. Terraformer Platform and any Terraformer Services, including their design elements or concepts and any and all underlying Intellectual Property, including, but not limited to any registered trademarks, are the property of the Platform Operator and/or Issuers (as applicable), and are protected by copyright, patent,



trade secret and other Intellectual Property laws. The Platform Operator and its licensors retain any and all rights, title and interest in and to Terraformer Platform and Terraformer Services (including, without limitation, all Intellectual Property rights), including all copies, modifications, extensions and derivative works thereof. The Purchaser's right to use the Terraformer Platform and Terraformer Services is limited to the rights expressly granted in this Agreement. No licences to use any of trademarks or any other Terraformer brands are to be inferred or assumed pursuant to the use of any Terraformer Services. All rights not expressly granted to the Purchaser are reserved and retained by the Platform Operator, the Issuer and their licensors.

9.8. The Purchaser expressly agrees not to duplicate, copy, transmit, distribute, license, reverse engineer, modify, publish, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Intellectual Property of the Platform Operator or any Issuers without the express prior written consent of the Platform Operator and, if applicable, the Issuer(s). The Purchasers shall not infringe the Intellectual Property rights of the Platform Operator, the Issuers, or any third party.

## **10. Survival**

10.1. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Terraformer Account cancellation, debts owed to the Platform Operator, the general use of the Terraformer Platform, disputes with



Platform Operator, and general provisions, shall survive the termination or expiration of this Agreement.

**11. No Waiver**

11.1. The Platform Operator's failure to enforce a provision of this Agreement does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or this Agreement as a whole.

11.2. If the Parties are in contravention of any of this Agreement and the Platform Operator refrain from taking action against the Parties, the Platform Operator's forbearance does not constitute a waiver and the Platform Operator may nonetheless take action against the Parties in the future or if the Purchaser(s) and Issuer(s) violate the same provision at another instance or if the Purchaser(s) and Issuer(s) violate a different provision.

**12. Modification Of The Website**

12.1. The Platform Operator reserves the right to change, suspend, remove, discontinue or disable access to the Website or particular portions thereof, at any time and without notice. In no event will the Platform Operator be liable for the removal of or disabling access to any portion or feature of the Website.

**13. Availability**

13.1. The Website and content may not be available in all territories and jurisdictions, and the Platform Operator may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.

**14. Network Costs**



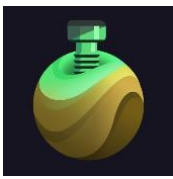
- 14.1. The Parties may be charged by the network provider for data services or any other third-party charges as may arise while using the Website, and the Parties accept responsibility for such charges.
- 14.2. If the Purchaser is not the bill payer, the Platform Operator will assume that the Purchaser has received permission from the bill payer.

## **15. Downtime**

- 15.1. Since the Website is web-based, it might be subject to temporary downtime.
- 15.2. From time to time, the Platform Operator also updates or maintains the Website, which will result in the Website not being available for a certain period of time. The Platform Operator does not warrant that the Website operates uninterrupted or error-free.
- 15.3. The Platform Operator is not responsible for any damages or losses suffered by the Parties as a result of any failure or interruption of the Website or suspension of the Parties' access to the Website.
- 15.4. In the event that a technical problem causes system outage or Account errors, the Platform Operator may temporarily suspend access to the Parties' Account until the problem is resolved.

## **16. Computer Malware**

- 16.1. The Platform Operator shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect the Parties' computer or other equipment, or any phishing, spoofing or other attacks. The Platform Operator advise the regular use of reputable and readily available virus screening and prevention software. The Parties should also be



aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Terraformer.

- 16.2. Always log into Terraformer Account through the Terraformer Platform to review any transactions or required actions if Purchaser(s) and Issuer(s) have any uncertainty regarding the authenticity of any communication or notice.

## **17. Disclaimers**

- 17.1. Please note the following risks of using Terraformer Services:

- 17.1.1. The risk of loss in holding any cryptographic tokens can be substantial. The Parties should therefore carefully consider whether holding any cryptographic tokens is suitable for the Parties in light of the Parties' financial condition. In considering whether to hold any cryptographic tokens, the Parties should be aware that the price or value of cryptographic tokens can change rapidly, decrease, and potentially even fall to zero. When using a Terraformer Platform and Services, the Parties acknowledge that the Platform Operator is not responsible for any losses resulting from market changes or account misappropriation.

- 17.1.2. The Parties understand and agree that any cryptographic tokens, blockchain technology or distributed ledger technology related Issuers are new and relatively untested and outside of both the Purchaser and the Issuer's exclusive control. Any adverse changes in market forces, the technology and regulatory environment impacting the Platform Operator's performance under this Agreement shall absolve the Platform Operator





## *Terraformer General Agreement*

from responsibility in this regard, including but not limited to hacking attacks, possible theft, unfavourable regulatory action, or unclear legal/tax status of cryptographic tokens.

17.1.3. The Parties agree and acknowledge that the Platform Operator does not represent or warrant that any Terraformer Services or Terraformer Platform are secure from a hacker or other malicious attack, which may result in the stealing or the loss of the Purchaser's confidential information or any other data.

### 17.2. Limitations of Liability for Gas, Failed Transactions, Smart Contract Bugs

17.2.1. Purchasers in minting agree to hold the Platform Operator harmless for any losses incurred as a consequence of minting.. These potential losses include any gas fees for failed transactions, any excessive gas fees charged due to website or smart contract bugs, and any loss of any product due to website or smart contract bugs.

### 17.3. No Guarantees or Future Promises

17.3.1. While the Platform Operator has released a roadmap outlining future goals and plans for community development, the Platform Operator cannot guarantee to accomplish every item outlined during the pre-launch planning phase as ideas and Issuers evolve organically. The Purchaser(s) agree that the Purchaser's purchase of a product from the Platform Operator's launch is all the Purchaser(s) are guaranteed to receive with the Purchaser's initial purchase, whether through primary or secondary channels. Any future benefits are ancillary to this purchase and not to be



taken into consideration with the Purchaser's initial purchase. The Purchaser(s) agree that the Purchasers are not relying on any future commitments by the Platform Operator in using this site and participating in its product launch.

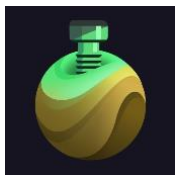
17.4. Release of the Platform Operator

17.4.1. If the Purchaser(s) have a dispute with one or more Issuers of the Terraformer Services, to the extent permitted by law, the Purchaser(s) release the Platform Operator's, its affiliates and Service Providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, to the extent permitted by law, in entering into this release, the Purchaser expressly waives any protections that would otherwise limit the coverage of this release to include only those claims which the Purchaser may know or suspect to exist in the Purchaser's favour at the time of agreeing to this release.

17.5. US Tax Disclaimer

17.5.1. All parties are solely and entirely responsible for any and all Federal or State tax liabilities which may arise, be imposed, or enforced as a result of minting or reselling tokens.

17.6. Compliance Disclaimer



17.6.1. The Parties shall endeavour to perform their duties in compliance with all applicable laws, regulations, codes, ordinances, and with those of any other authority having jurisdiction over their sales.

17.7. Class Action Waiver, Jurisdiction and Choice of Law

17.7.1. The Purchasers agree to waive any class-action status, and any legal dispute around the Issuer which the Purchaser may choose to bring can only be done on an individual basis.

17.8. Children Disclaimer

17.8.1. The Platform Operator products are not targeted towards children. The Purchasers agree that the Purchasers are over the age of 18, or above the legal age of the Purchaser's jurisdiction, whichever is greater. Any individual under the age of 18 participating in this Issuer should only do so under parental supervision.

17.9. Website Disclaimer

17.9.1. The Purchaser expressly acknowledges and agrees that the Purchaser's access to and use of the Website is at the Purchaser's sole risk. As between the Purchaser, the Issuer, and the Platform Operator to the maximum extent permitted by applicable law, the website is provided on an "as is" and "as available" and "underdevelopment" basis and the Platform Operator expressly disclaims all representations, warranties, and conditions (express or implied, oral or written), including any implied warranty of merchantability, fitness for a particular purpose and non-infringement.



## *Terraformer General Agreement*

- 17.9.2. All content available on the website, including the Platform Operator white-paper, are made available for informational purposes only and should not be contractual or binding in any way for the Platform Operator. The Purchaser(s) and Issuer(s) should not rely upon this content in any way.
- 17.9.3. The Platform Operator does not give any warranty in relation to the website, the software, and content nor with any services, information published or available on the website, should it be its availability, accuracy, or lawfulness. The Platform Operator shall not verify, update or correct such information. The Platform Operator does not warrant that the website will be available at all times and expressly reserves the possibility to discontinue the website without notice. In addition, the Platform Operator does not represent or warrant that.
- 17.9.4. Although the Platform Operator intends to provide accurate and timely information on the Terraformer Website and Platform, the Terraformer Website and Platform (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide the Parties with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, Purchaser(s) and Issuer(s) should verify all information before relying on it, and all decisions based on information contained on the Terraformer Platform are the Parties' sole responsibility



and the Platform Operator shall have no liability for such decisions. Purchaser(s) and Issuer(s) especially acknowledge, understand and agree that the Platform Operator does not assume any liability and shall not be liable for any loss or damage arising out of or in connection with any trading decision made based on any information available on the Terraformer Website.

- 17.9.5. The operation of the Website will be secure, uninterrupted, error-free, or virus-free, or;
- 17.9.6. Any defects in the Website will be corrected. no oral or written information, guidelines, or advice given by the Platform Operator will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law.
- 17.9.7. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to Purchaser(s) and Issuer(s). The Parties agree that the entire risk arising out of their use of the website remains solely with them.
- 17.9.8. Any warranty, condition, or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into this by statute, common law, laws applicable in the country where Purchaser(s) and Issuer(s) used the Website or otherwise (including without limitation any implied term as to the quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded. If Purchaser(s) and Issuer(s) have a dispute with one or more Visitor(s), User(s), and/or Third-part(y/ies),



Purchaser(s) and Issuer(s) agree to release the Platform Operator (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

- 17.10. Purchaser(s) and Issuer(s) waive any and all other warranties of any kind, whether express or implied, including, without limitations, warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from a course of performance, course of dealing or usage in trade.

**18. Non Financial**

18.1. NON Financial Advice

- 18.1.1. This Agreement does not constitute a solicitation for investment in any security and shall not be construed in that way. This Agreement does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities or financial instruments.

18.2. Token Disclaimer

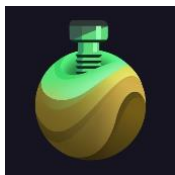
- 18.2.1. IT IS UNDERSTOOD AND PRESUMED THAT, BEFORE PURCHASING IDO TOKENS (AS DEFINED ABOVE), THE Purchaser HAS FULLY READ, UNDERSTOOD, AND IRREVOCABLY ACCEPTED THIS AGREEMENT IF ANY Purchaser DOES NOT AGREE WITH THIS AGREEMENT IN GENERAL OR



ANY PART OF IT, SUCH Purchasers should ENTIRELY WITHHOLD FROM USING THE WEBSITE AND/OR PURCHASING THE TOKENS.

18.2.2. THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS, INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 32, HEREUNDER. AS WITH ANY ASSET CHARACTERIZED BY HIGH VOLATILITY, THE MARKET PRICE OF CRYPTO-ASSETS MAY FLUCTUATE SIGNIFICANTLY, AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSSES WHEN TRADING CRYPTO-ASSETS. BY MAKING USE OF Terraformer SERVICES, Purchaser(S) AND Issuer(S) ACKNOWLEDGE AND AGREE THAT: (1) Purchaser(S) AND Issuer(S) ARE AWARE OF THE RISKS ASSOCIATED WITH CRYPTO-ASSETS TRADING; (2) Purchaser(S) AND Issuer(S) SHALL ASSUME ALL RISKS RELATED TO THE USE OF Terraformer SERVICES AND CRYPTO-ASSETS TRANSACTIONS; AND (3) THE PLATFORM OPERATORS SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

18.2.3. BY ACCESSING, USING OR ATTEMPTING TO USE Terraformer SERVICES IN ANY CAPACITY, Purchaser(S) AND Issuer(S) ACKNOWLEDGE THAT Purchaser(S) AND Issuer(S) ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF Purchaser(S) AND Issuer(S) DO NOT AGREE, DO NOT ACCESS THE Platform OPERATOR OR UTILIZE Terraformer SERVICES. PLEASE NOTE THAT THIS AGREEMENT HAS NOT BEEN APPROVED BY



ANY REGULATOR, COMPETENT AUTHORITY OR AUTHORISED PERSON IN GENERAL, AND SPECIFICALLY NOT WITHIN THE MEANING OF A COMPETENT AUTHORITY ACCORDING TO U.S. OR EU LAW. THEREFORE, RELYING ON THIS DOCUMENT FOR THE PURPOSE OF PURCHASING IDO TOKENS MAY EXPOSE Purchaser(S) AND Issuer(S) TO A SIGNIFICANT RISK OF LOSS OF ALL ASSETS.<sup>1</sup>

### 18.3. Risk Statement Disclaimer

18.3.1. The Issuer is a for-profit corporation proceeding to the private sale of IDO Tokens for the purpose of financing its business activity. The Issuer is not a bank, a security firm, an asset manager, a portfolio manager or an investment advisor. The Issuer is not a financial institution or a financial service provider.

## 19. Compliance With Local Laws

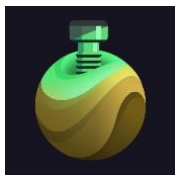
19.1. The Issuer(s) and the Purchaser(s) shall endeavour to perform their rights and obligations under this Agreement in compliance with all applicable laws, regulations, codes, ordinances, and with those of any other authority having jurisdiction over their sales.

19.2. It is the duty of the Issuer(s) and the Purchaser(s) to abide by local laws in relation to the legal usage of Terraformer digital Platform in their local jurisdiction as well

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<sup>1</sup>If you are unaware of your status to participate in this agreement. Seek the opinion of a qualified legal consultant in the jurisdiction of your citizenship.





as other laws and regulations applicable to the Issuer(s) and the Purchaser(s). The Issuer(s) and the Purchaser(s) must also factor, to the extent of their local laws, all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities.

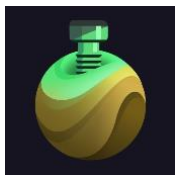
19.3. THE Issuer(S) AND THE Purchaser(S) ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; THE Issuer(S) AND THE Purchaser(S) AGREE THAT THE Platform OPERATOR MAY REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS. THE Platform OPERATOR MAINTAINS A STANCE OF COOPERATION WITH LAW ENFORCEMENT AUTHORITIES GLOBALLY AND WILL NOT HESITATE TO SEIZE, FREEZE, TERMINATE THE PARTIES ACCOUNTS AND FUNDS WHICH ARE FLAGGED OUT OR INVESTIGATED BY LEGAL MANDATE.

19.4. The Issuer(s) and the Purchaser(s) shall be solely responsible:

19.4.1. For any and all tax liabilities associated with payments between each other;

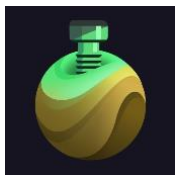
19.4.2. For determining whether the Issuer is required by applicable laws to issue any particular invoice to the Purchasers and for issuing any invoices so required.

19.4.3. For determining whether a Issuer and/or a Purchaser is required by applicable law to remit to the appropriate authorities any value added tax, sales tax or any other taxes and duties or similar charges, and remitting any such taxes or charges to the appropriate tax authorities, as applicable.



## **20. Confidentiality**

- 20.1. The Purchaser(s) and the Issuer(s) acknowledge that in connection with this Agreement, a party may have access to Proprietary Information (as defined below) pertaining to another party. Each Party agrees that, for five (5) years after the execution of this Agreement, it will not (i) use any Proprietary Information, except for the benefit of the Party to which it belongs, or (ii) disclose to others any Proprietary Information, except to such extent as may be necessary in connection with this Agreement. In addition, the Parties shall keep confidential the existence and content of this Agreement unless and until the Platform Operator publicises the same.
- 20.2. For purposes of this Agreement, “Proprietary Information” of a Party shall mean all information (whether or not patentable or copyrightable) owned, possessed or used by a Party, including without limitation any trade secrets, know-how, data, processes, formulas, methods, technology, pricing, business plans, software, customers and prospective customers, partners and prospective partners, suppliers, development plans, and sales and marketing information. A Party’s obligations under this Section shall not apply to any information that (a) is or becomes known to the general public under the circumstances involving no breach by the other Party of the terms of this Section, (b) is generally disclosed to third parties by the disclosing Party without restriction on such third parties, or (c) is approved for release by written authorisation of the disclosing Party.
- 20.3. Purchaser(s) and Issuer(s) agree that Confidential Information or private data, which Purchaser(s) and Issuer(s) might receive from the Platform Operator or



Issuers and which is not readily available in the public domain belong to the Platform Operator and/or Issuers and Purchaser(s) and Issuer(s) undertake not to disclose to any third person at any time any such Confidential Information or private data without the express prior written consent of the Platform Operator and/or Terraformer Clients.

- 20.4. The Parties warrant that they will treat the Confidential Information or private data of the Platform Operator and Parties with the highest standard of care, that they will comply with all applicable data privacy laws in their jurisdictions and that they will not sell or disclose Confidential Information or private data of either the Platform Operator or the Purchaser(s) and Issuer(s). When referring to the Platform Operator this Clause shall also apply to its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives.

## **21. Third-Party-Materials**

- 21.1. From time to time, the Terraformer Platform may contain references or links to third-party materials (including, without limitation, websites) and third-party applications which are not controlled by us. Such information, links, and third-party applications are provided as a convenience to Purchaser(s) and Issuer(s) . Such links should not be considered endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. Purchaser(s) and Issuer(s) acknowledge and agree that the Platform Operator are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any



third-party sites accessible or linked to the Terraformer Platform, including without limitation content, property, goods or services available on the linked sites or services.

## 21.2. Third-Party Applications

21.2.1. If, to the extent permitted by the Platform Operator from time to time, the Parties grant express permission to a third party to access or connect to the Parties Terraformer Account, either through the third party's product or service or through the Terraformer Platform, the Parties acknowledge that granting permission to a third party to take specific actions on their behalf does not relieve the Parties of any of the Parties' responsibilities under this Agreement. The Purchaser(s) and Issuer(s) are fully responsible for all acts or omissions of any third party using their Terraformer Account credentials. Further, the Parties acknowledge and agree that the Parties will not hold the Platform Operator responsible for, and will indemnify the Platform Operator from, any liability arising out of or related to any act or omission of any third party using their Terraformer Account credentials. The Parties may change or remove permissions granted by them to third parties with respect to their Terraformer Account at any time through the Account Settings (Integrations) page on the Terraformer Platform.

## 22. Reservation Of Rights

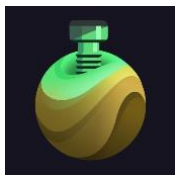
22.1. The Platform Operator may block, terminate or suspend the Purchasers and Issuers to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of the Platform Operator, as well as close or interrupt



## *Terraformer General Agreement*

the Website. The Platform Operator reserves the right to terminate the Purchaser(s) and the Issuer(s) right to access and use the Website if Purchaser(s) and Issuer(s) violate this Agreement or any other terms, laws, or policies referenced herein, or if the Parties otherwise create risk or possible legal exposure for the Platform Operator.

- 22.2. The Platform Operator reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of this Agreement.
- 22.3. The Platform Operator may, at its sole discretion and without any prior notification, (a) suspend, restrict, or terminate the access to any or all of the Terraformer Services and/or Terraformer Platform, and/or (b) deactivate or cancel the Terraformer Account if:
- 22.3.1. The Purchaser(s) and the Issuer(s) are so required by an enforceable subpoena, court order, or binding order of the court or government authority; or
- 22.3.2. The Platform Operator reasonably suspect Purchaser(s) and Issuer(s) of using the Parties Terraformer Account in connection with illegal, unauthorised, or improper activity; or
- 22.3.3. Use of the Terraformer Account is subject to any pending litigation, investigation, or government proceeding and/or the Platform Operator perceive a heightened risk of legal or regulatory non-compliance associated with the Account activity; or
- 22.3.4. The Platform Operator's Service partners are unable to support usage; or



## *Terraformer General Agreement*

- 22.3.5. The Platform Operator is required to do so in order to comply with KYC/AML laws and regulations; or
  - 22.3.6. The Purchaser(s) and Issuer(s) violate the terms of this Agreement (in particular, but not limited to, providing correct and accurate information for KYC/AML purposes, or violating any user warranties given under this Agreement);
  - 22.3.7. The Parties take any action that Terraformer deems as circumventing Terraformer's controls, including, but not limited to, opening multiple Terraformer Accounts or abusing promotions which the Platform Operator may offer from time to time.
- 22.4. Once the Purchaser and/or the Issuer(s) Account is suspended/terminated/cancelled, the Parties will have five an allocated timeline as mentioned on the Terraformer Website to withdraw all funds from their Account, but only after the payment of all outstanding charges to the Platform Operator (if any). The Platform Operator maintains full custody of the funds and Parties' data/information, which may be turned over to governmental authorities if so required by an enforceable subpoena, court order, or binding order of the court or government authority.

### **23. Limitations Of Damage And Liability**

- 23.1. In no event shall the Platform Operator, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for indirect, special, incidental, consequential or other losses of any kind in tort, contract or otherwise (including but not limited to loss



of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Terraformer Whitepaper and this Agreement, or with the use of the Terraformer platform and/or the Terraformer services.

23.2. The terms and conditions of this Agreement set out the full extent of the Platform Operator's obligations and liabilities. To the maximum extent possible by law, the Platform Operator excludes all and any warranty, guaranty, and responsibility in relation to or subsequent to the Website, its content and its services.

23.3. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to Purchaser(s) and Issuer(s).

23.4. The Platform Operator will not be held liable for any loss of crypto-assets and/or other damage incurred by the Parties as a result of the transfer of crypto-assets to wallets or loss of key or attack on wallets.

23.5. Without limiting the foregoing, Purchaser(s) and Issuer(s) hereby understand and agree that the Platform Operator will not be liable for any losses or damages arising out of or relating to:

23.5.1. Any inaccuracy, defect, or mission of digital assets and price data;

23.5.2. Any error or delay in the transmission of such data;

23.5.3. Interruption in any such data;

23.5.4. Regular or unscheduled maintenance carried out by the Issuer and service interruption and change resulting from such maintenance;



- 23.5.5. Any damages incurred by other users' action, omission, or violation of this Agreement;
  - 23.5.6. Any damage caused by illegal actions of other third parties or actions without authorisation by the Issuer and;
  - 23.5.7. Other exemptions mentioned in disclaimers and platform rules issued by finance.
- 23.6. To the maximum extent permitted by applicable law, in no event will the Platform Operator, its affiliates and their respective shareholders, members, directors, officers, employees, attorney, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever, even if the Issuer has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of Issuer's gross negligence, fraud, willful misconduct or intentional violation of law.
- 23.7. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to Purchaser(s) and Issuer(s).

## **24. Force Majeure**

- 24.1. The Platform Operator shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from:
- 24.1.1. Any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor





dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond the Platform Operator's reasonable control and shall not affect the validity and enforceability of any remaining provisions.

24.1.2. These include pandemic-related events and lockdown restrictions, defined here as force majeure.

24.1.3. A cyber security breach in the Terraformer digital Platform shall be considered a force majeure event.

## **25. Indemnification**

25.1. The Purchaser(s) and the Issuer(s) agree to indemnify and hold the Platform Operator and its subsidiaries and/or affiliates and each of their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

25.1.1. Breach of this Agreement,

25.1.2. Use of, or inability to use, the Website;

25.1.3. Violation of this Agreement or any other applicable terms, policies, warnings, warranties, or instructions provided by the Platform Operator or a third-party in relation to the Website;

25.1.4. Use of Terraformer Services;

25.1.5. Violation of any applicable law or any rights of any Third-party.

## **26. Links**



- 26.1. The Website may contain links that direct the Parties to third-party websites. The Platform Operator rejects any liability on said Third-party websites, which are solely provided in the Purchaser, Issuers, Visitors and Users interest.
- 26.2. The Platform Operator has no influence on the content of third-party websites. The Platform Operator, therefore, cannot assume any guarantee for the accuracy, completeness, or safety of this Third-party content.

**27. Notice Of Claim And Dispute Resolution Period**

- 27.1. Please contact the Platform Operator first! The Platform Operator wants to address the Purchaser's concerns without resorting to formal legal proceedings, if possible. If the Purchaser has a dispute with the Platform Operator, then the Purchaser should contact the Platform Operator, and a ticket number will be assigned. The Platform Operator will attempt to resolve the Purchaser's dispute internally as soon as possible.
- 27.2. The Parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).
- 27.3. In the event, the dispute cannot be resolved satisfactorily, and the Purchaser wishes to assert a legal claim against the Platform Operator, then the Parties agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to Platform Operator. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include an email. The Notice of Claim should be submitted to an email address or hyperlink provided in the Purchaser's



correspondence with the Platform Operator. After the Purchaser has provided the Notice of Claim to the Platform Operator, the dispute referenced in the Notice of Claim may be submitted by either the Platform Operator or the Purchaser to arbitration in accordance with the paragraph below.

**28. Governing Law And Dispute Resolution**

- 28.1. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the Marshall Islands including its statutes of limitations.
- 28.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. The seat, or legal place, of arbitration shall be London. The arbitration procedure may be conducted partially or entirely online.
- 28.3. The Parties agree that any dispute is personal to the Purchaser and the Issuer and that any dispute shall only be resolved by individual litigation and shall not be brought as a class action or any other representative proceeding. The Parties agree that a dispute cannot be brought as a class or representative action or on



behalf of any other person or persons.

- 28.4. In case of dispute, the Parties shall maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

**29. Applicability**

- 29.1. This Agreement and any other legal notices published by the Platform Operator on the Website shall constitute the entire agreement between the Purchaser(s) and Platform Operator concerning the use of the Site and the Service.
- 29.2. This Agreement sets forth the entire understanding and agreement between the Purchaser and Platform Operator as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among the Purchaser and Platform Operator.
- 29.3. should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions, and provisions shall remain valid and enforceable. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.
- 29.4. Suppose a court of law determines that any term, condition, or provision of this Agreement is invalid or unenforceable but that by limiting such term, condition, or provision, it would become valid and enforceable. In that case, such term, condition, or provision shall be deemed to be written, construed and enforced as so limited.



**30. Contact**

- 30.1. If the Parties have any feedback, question, or complaint, contact the Platform Operator via email at [info@tfm.com](mailto:info@tfm.com);
- 30.2. When the Purchaser(s) and the Issuer(s) contact the Platform Operator, please provide the Platform Operator with their name, address, and any other information the Platform Operator may need to identify them, its Terraformer Account, and the issue on which the Party has feedback, questions, or complaints.
- 30.3. If the Parties have any questions concerning the processing of their data, they may address their correspondence to the Terraformer Data Protection Officer at: [dataprotection@tfm.com](mailto:dataprotection@tfm.com)
- 30.4. If the Parties are currently receiving marketing information that they would prefer not to receive in the future, please email the Platform Operator at: [info@tfm.com](mailto:info@tfm.com)



## Annex I - KYC supported countries

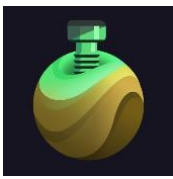
See updated list of Countries Online at the relevant Updated Page

Country	Drivers License	National ID	Passport
Algeria	No	No	Yes
Andorra	Yes	No	Yes
Angola	No	No	Yes
Anguilla	No	No	Yes
Antigua & Barbuda	No	No	Yes
Argentina	No	Yes	Yes
Azerbaijan	No	No	Yes
Australia	Yes	No	Yes
Austria	Yes	Yes	Yes
Bahrain	No	Yes	Yes



*Terraformer General Agreement*

Bangladesh	No	No	Yes
Belarus	No	No	Yes
Belgium	Yes	Yes	Yes
Belize	No	No	Yes
Benin	No	No	Yes
Bermuda	Yes	No	Yes
Bhutan	No	No	Yes
Bolivia	No	No	Yes
Brazil	No	No	Yes
Brunei	Yes	Yes	Yes
Bulgaria	Yes	Yes	Yes
Cameroon	No	No	Yes
Cape Verde	No	No	Yes
Chad	No	No	Yes



*Terraformer General Agreement*

Chile	Yes	Yes	Yes
Colombia	No	No	Yes
Comoros	No	No	Yes
Congo - Brazzaville	No	No	Yes
Costa Rica	No	Yes	Yes
Côte d'Ivoire	No	No	Yes
Croatia	Yes	Yes	Yes
Cyprus	No	No	Yes
Czech Republic	Yes	Yes	Yes
Denmark	Yes	No	Yes
Djibouti	No	No	Yes
Dominica	No	No	Yes
Dominican	No	No	Yes





*Terraformer General Agreement*

Republic			
Ecuador	No	No	Yes
Egypt	No	No	Yes
El Salvador	No	No	Yes
Equatorial Guinea	No	No	Yes
Estonia	Yes	Yes	Yes
Ethiopia	No	Yes	Yes
Faroe Islands	Yes	No	Yes
Fiji	Yes	No	Yes
Finland	Yes	Yes	Yes
France	Yes	Yes	Yes
Gabon	No	No	Yes
Gambia	No	No	Yes



*Terraformer General Agreement*

Georgia	Yes	Yes	Yes
Germany	Yes	Yes	Yes
Gibraltar	Yes	Yes	Yes
Greece	Yes	Yes	Yes
Grenada	No	No	Yes
Guatemala	No	No	Yes
Guernsey	Yes	No	Yes
Honduras	No	No	Yes
Hong Kong	No	No	Yes
Hungary	Yes	Yes	Yes
Iceland	Yes	Yes	Yes
India	No	No	Yes
Indonesia	Yes	Yes	Yes
Ireland	Yes	No	Yes



*Terraformer General Agreement*

Isle of Man	Yes	No	Yes
Israel	Yes	No	Yes
Italy	Yes	Yes	Yes
Japan	Yes	No	Yes
Jersey	Yes	No	Yes
Jordan	No	No	Yes
Kazakhstan	No	No	Yes
Kenya	No	No	Yes
Kiribati	No	No	Yes
Kuwait	Yes	Yes	Yes
Kyrgyzstan	No	No	Yes
Latvia	Yes	Yes	Yes
Lesotho	No	No	Yes
Liberia	No	No	Yes



*Terraformer General Agreement*

Liechtenstein	Yes	Yes	Yes
Lithuania	Yes	Yes	Yes
Luxembourg	Yes	Yes	Yes
Macedonia	Yes	Yes	Yes
Madagascar	No	No	Yes
Malawi	No	No	Yes
Malaysia	No	No	Yes
Maldives	No	No	Yes
Malta	Yes	Yes	Yes
Marshall Islands	No	No	Yes
Mauritania	No	No	Yes
Mexico	No	No	Yes
Micronesia	No	No	Yes
Moldova	No	No	Yes



*Terraformer General Agreement*

Monaco	No	Yes	Yes
Montserrat	No	No	Yes
Mozambique	No	No	Yes
Namibia	No	No	Yes
Nauru	No	No	Yes
Nepal	Yes	No	Yes
Netherlands	Yes	Yes	Yes
New Zealand	Yes	No	Yes
Niger	No	No	Yes
Nigeria	No	No	Yes
Norway	Yes	No	Yes
Oman	Yes	Yes	Yes
Palau	No	No	Yes
Palestinian	No	No	Yes



*Terraformer General Agreement*

Territories			
Papua New Guinea	No	No	Yes
Paraguay	No	No	Yes
Peru	No	No	Yes
Philippines	No	No	Yes
Poland	Yes	Yes	Yes
Portugal	Yes	Yes	Yes
Qatar	Yes	Yes	Yes
Romania	Yes	Yes	Yes
Russia	Yes	No	Yes
Rwanda	No	No	Yes
Samoa	No	No	Yes
San Marino	No	No	Yes



*Terraformer General Agreement*

São Tomé & Príncipe	No	No	Yes
Saudi Arabia	No	No	Yes
Serbia	No	Yes	Yes
Seychelles	No	No	Yes
Sierra Leone	No	No	Yes
Singapore	No	Yes	Yes
Slovakia	Yes	Yes	Yes
Slovenia	Yes	Yes	Yes
Solomon Islands	No	No	Yes
South Africa	Yes	Yes	Yes
South Korea	No	No	Yes
Spain	Yes	Yes	Yes
Sri Lanka	No	No	Yes



*Terraformer General Agreement*

St. Kitts & Nevis	No	No	Yes
St. Lucia	No	No	Yes
St. Martin	No	No	Yes
Suriname	No	No	Yes
Swaziland	No	No	Yes
Sweden	Yes	Yes	Yes
Switzerland	Yes	Yes	Yes
Taiwan	Yes	No	Yes
Tajikistan	No	No	Yes
Tanzania	No	No	Yes
Thailand	No	No	Yes
Timor-Leste	No	No	Yes
Togo	No	No	Yes
Tonga	No	No	Yes





*Terraformer General Agreement*

Turkey	No	Yes	Yes
Turkmenistan	No	No	Yes
Turks & Caicos Islands	No	No	Yes
Tuvalu	No	No	Yes
Ukraine	Yes	No	Yes
United Arab Emirates	No	No	Yes
United Kingdom	Yes	Yes	Yes
Uruguay	Yes	Yes	Yes
Uzbekistan	No	No	Yes
Vietnam	No	No	Yes