



TERMS AND CONDITIONS FOR MATR (THE “TOKENS”): A PRODUCT OF MATTEREUM GROUP

PLEASE READ THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. NO REGULATOR HAS AUTHORISED OR APPROVED THESE TERMS NOR DEALING IN THE TOKENS. DEALING IN THE TOKENS WILL EXPOSE YOU TO RISK, INCLUDING THE RISK OF LOSING ALL OF THE VALUE OF YOUR INVESTMENT.

YOU DO NOT BENEFIT FROM ANY STATUTORY COMPENSATION SCHEME IN RELATION TO DEALING IN THE TOKENS. IF YOU HAVE NOT DEALT IN CRYPTOASSETS BEFORE, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE BEFORE DEALING IN THE TOKENS.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT DEAL IN THE TOKENS. BY DEALING IN THE TOKENS, YOU ACKNOWLEDGE THAT YOU HAVE READ CAREFULLY AND ACCEPT THESE TERMS, INCLUDING THE SCHEDULES.

IMPRESSUM

Mattereum GmbH

Postal: Unter den Linden 24, 10117 Berlin, Germany.

Email: info@mattereum.de

Website: <https://mattereum.de>

Registry court: Berlin

Register number: HRB 257548

Authorised directors: Vinay Gupta, Hadley Chilton, Kalam Ali

VAT ID number: DE364776998

INTRODUCTION

These terms and conditions, together with any documents and policies referred to in them (these “**Terms**”) set out the agreement between you and Mattereum GmbH (“**Company**”, “**we**”, “**us**”, “**our**”), a registered German company with registered office address at Unter den Linden 24, 10117 Berlin, in relation to your acquisition of the Tokens.

If you have any questions concerning these Terms, please contact info@mattereum.de. We recommend that you keep a copy of these Terms for future reference.

YOU AND WE AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In these Terms the following words and expressions have the following meanings unless inconsistent with the context:

“Applicable Law”

means all laws, statutes, regulatory rules and regulations that apply to a Party in connection with these Terms from time to time;

“Company Parties”

means (i) the Mattereum Group, and (ii) all past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns of any person within the Mattereum Group;

“Party”, “Parties”

you and us as the parties to these Terms;

“Fair Processing Notice”

means our statement regarding how we treat your data, available at <https://mattereum.de/swarm-privacy-notice>;

"Mattereum Group"	means the Company as well as any parent entity and holding company of the Company and any subsidiary of such a parent entity and holding company;
"Mattereum Platform"	means the platform in relation to which the Tokens can be used;
"Tokens"	refers to MATR, as further described in the Whitepaper;
"Website"	means https://mattereum.de ;
"Whitepaper"	means the Mattereum Discount Token whitepaper, available at https://mattereum.de/token-whitepaper ; and
"Virus"	means any viruses, bugs, vulnerabilities, glitches, weaknesses, spyware, malware, adware or other harmful or deleterious programs, material, code and / or software.

- 1.2 In these Terms, unless the context otherwise requires: (i) references to these Terms shall include the Schedules to them and references to Clauses, Sub-clauses and Schedules are to Clauses of, Sub-clauses of, and Schedules to, these Terms; (ii) the singular includes the plural and vice versa; (iii) "**person**" denotes any person, partnership, corporation or other association of whatever nature; (iv) any references to any directive, statute, statutory instrument, laws or regulations shall be references to such directive, statute, statutory instrument, laws or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force; and (v) any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.
- 1.3 Headings are for convenience only and have no bearing on the interpretation of these Terms.
- 1.4 Any phrase introduced by the terms "**include**", "**includes**", "**including**", "**in particular**" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
- 1.5 References to "**dealing in**" or "**deal in**" are references to any participation in cryptoassets including buying, acquiring, accepting, holding, selling, staking, disposing of and / or otherwise making use of cryptoassets.

2. PURPOSE, RIGHTS AND FEATURES OF THE TOKENS

- 2.1 Subject to the risks set out in Schedule 1, we will use reasonable endeavours to ensure that the Tokens have rights and features as described in the Whitepaper. We do not accept any obligation to ensure that the Tokens have any rights or attributes other than those outlined in the Whitepaper, and the Tokens shall not give you any rights in relation to any aspect of any business conducted at any time by the Company other than as explicitly stated below.

3. THE LEGAL NATURE OF THE TOKENS AND THESE TERMS

- 3.1 No step has been taken to authorise these Terms or the Tokens in any jurisdiction. Neither these Terms nor the Tokens, nor any information or publicity in relation to them, may be provided to any person in any jurisdiction or territory where this activity would require a registration, approval or any other similar obligation to be completed.
- 3.2 By dealing in Tokens, you confirm that you are able to do so in accordance with these Terms and Applicable Law. **If you are in doubt, you should take advice from local legal, tax**

and other advisers to ensure that your dealing in Tokens does not constitute a breach of Applicable Law as applicable to you.

4. COMPANY REPRESENTATIONS

4.1 The Company represents that:

- 4.1.1 it is duly established and validly existing under the laws of Germany.
- 4.1.2 it has the appropriate authority and full power to enter into these Terms and to perform its obligations as contemplated by these Terms.

5. CONDITIONS FOR DEALING IN TOKENS

5.1 You may not deal in Tokens if you are a citizen of or legal entity in:

- 5.1.1 any country that prohibits dealing in Tokens, and / or you are a person or entity permanently resident in such a country;
- 5.1.2 the United States, or any country which may deem the Tokens securities; or
- 5.1.3 any country or territory which appears on the sanctions lists of the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC"), United Nations Security Council ("UNSC"), Her Majesty's Treasury ("HMT") or any other relevant sanctions list.

5.2 By participating in these Terms, you acknowledge and accept that:

- 5.2.1 you will pay any fees due in relation to Tokens;
- 5.2.2 to the extent relevant, any funds used to pay for the Tokens in no way come from illegal or unethical sources;
- 5.2.3 if purchasing Tokens, you will also (where relevant) need to (i) accept the terms of any distributor (including any platform when acting in this capacity) you acquire the Tokens from, (ii) follow the payment process required by such distributor, and (iii) follow the process the distributor has in place for claiming your Tokens (which may require you to log into a platform or create an account);
- 5.2.4 other than as set forth in these Terms, you are not relying upon any representation or warranty by the Company Parties or any other person, written or otherwise, in determining whether to deal in Tokens;
- 5.2.5 dealing in Tokens is subject to the risks associated with this activity, including those set out at Schedule 1, and you expressly acknowledge and assume these risks, and the Company Parties are not liable should they materialise;
- 5.2.6 the Company has not made and does not make any representation that you will be able to generate a return on your purchase of Tokens;
- 5.2.7 whilst the Company will use reasonable endeavours to ensure that the Tokens match their description as set out in these Terms, the Tokens are subject to change, modification, amendment, alteration or supplement at any time (at the Company's sole discretion) and your acceptance of the Tokens and / or use of the Mattereum Platform shall constitute your consent and acceptance of such change, modification, amendment, alteration or supplement;
- 5.2.8 you understand that Tokens are not being provided by us as securities, e-money nor a stablecoin; and

5.2.9 these Terms do not constitute a prospectus, offering memorandum or private placement memorandum of any sort, and do not pertain in any way to be an initial public offering or other share/equity offering.

5.3 By dealing in Tokens, you covenant, represent, and warrant that:

- 5.3.1 you accept these Terms and the Tokens solely in your own capacity in your own name, and not on behalf of another;
- 5.3.2 you are eligible under Applicable Law to agree to these Terms and deal in Tokens, including:
 - 5.3.2.1 if you are an individual, meeting any age, residency, legal capacity, competency and all other requirements; or
 - 5.3.2.2 if you are a body corporate, being duly organised and validly existing under the laws of your jurisdiction, and having full power, authority and right to bind yourself to these Terms and to receive the Tokens, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations.
- 5.3.3 you are legally permitted to enter into these Terms and to deal in Tokens in your and any other relevant jurisdiction, and shall not deal in Tokens in any way prohibited under Applicable Law.
- 5.3.4 you have to your full satisfaction been furnished with any materials that you have requested relating to these Terms and the Tokens, have been afforded the opportunity to ask questions of representatives of the Company concerning them, and have reached your independent view regarding whether dealing in Tokens is right for you.
- 5.3.5 you have the necessary and relevant experience, knowledge and understanding to deal in cryptographic tokens, cryptocurrencies, token storage mechanisms (such as token wallets) and blockchain-based systems generally, including but not limited to sufficient understanding of their risks, functionality, usage, storage, transmission mechanisms and the intricacies associated with them, to be able to competently enter into these Terms and to deal in the Tokens.
- 5.3.6 you understand that we have no obligation to confer any rights or functionality in relation to the Tokens other than as clearly and explicitly set out in these Terms.
- 5.3.7 you accept that the Company reserves the right to create new classes of cryptoassets and tokens under separate brands and with features outside of the scope of these Terms. Nothing in these Terms shall entitle you to have any rights (of whatever nature) in relation to such cryptoassets / tokens.
- 5.3.8 you accept that Tokens are created and you obtain Tokens on an "as is" and "under development" basis. Therefore, provided we act in good faith in accordance with these Terms, you accept that we are providing Tokens without being able to provide any warranties in relation to them, including, but not limited to, title, merchantability or fitness for a particular purpose.
- 5.3.9 in order to deal in Tokens in relation to the Mattereum Platform you understand that you will need to agree to the additional terms and conditions which apply to users of the Mattereum Platform, the exact terms of which are subject to development and may change. You accept the risk that if you are unable, for whatever reason, to accept the terms of the Mattereum Platform, then the Tokens may be valueless to you.

5.3.10 you have not received any advice from us regarding whether you should participate in these Terms or deal in Tokens, and you are solely responsible for any evaluations, decisions and actions you make concerning these Terms and the Tokens.

5.3.11 all information you will and have supplied to us is accurate and not misleading, and you will provide us with any additional information which we may reasonably require in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligations to the extent applicable (and your ability to claim the Tokens may be subject to providing us the information we require to, and our ability to, comply with Applicable Law).

5.3.12 you will notify us promptly of any change to the information supplied by you to us.

5.3.13 you understand, agree and accept that while we will make reasonable efforts to develop the Mattereum Platform, it is possible that such may fail and your Tokens become useless and / or valueless due to technical, regulatory or any other reasons.

5.3.14 you are responsible for ensuring you have a wallet which supports ERC20 tokens (18 digits) for the purpose of dealing in the Tokens. You understand and accept that if you do not have a wallet which supports ERC20 tokens (18 digits), this may prevent you from dealing in Tokens, and you accept that the Company is not responsible or liable for any losses as a result or consequence.

5.3.15 you accept responsibility for ensuring the proper safekeeping of your Tokens and for ensuring the security of the wallet you use to hold Tokens, including any requisite private key(s) or other credentials necessary to access such wallet. If your private key(s) or other access credentials are lost, you may lose access to your Tokens, and you accept that the Company Parties are not responsible or liable for any such losses.

5.3.16 you are responsible for complying with the restrictions set out in these Terms and as otherwise applicable to the Tokens, and accept that, whilst we will act in good faith to mitigate the risks set out in Schedule 1, we are not liable if any such risks materialise.

5.3.17 you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against any Company Parties in relation to and / or connection with these Terms and the Tokens.

5.3.18 to the extent permitted by law and provided we act in good faith, we make no warranty whatsoever, either expressed or implied, regarding the future success of the Mattereum Platform or the Company.

5.3.19 you will not republish, redistribute or re-transmit any intellectual property provided in relation to the Company, the Tokens, nor otherwise copy or store such intellectual property, other than for your use of the Tokens as permitted by the Company and as may occur incidentally in the normal course of such use.

5.3.20 you will not (i) attempt to circumvent the security of or interfere with the proper working of the Tokens or the Mattereum Platform; (ii) introduce, or permit the introduction of, any Virus into the Tokens or the Mattereum Platform; nor (iii) otherwise attempt to use the Tokens or the Mattereum Platform in any way which would contravene the Mattereum Platform's terms or Applicable Law.

5.3.21 you accept that you bear sole responsibility for determining if your participation in these Terms and your dealing in the Tokens has tax implications and for complying with any obligations you have in relation to tax. Tax treatment depends on your individual circumstances and may be subject to change in the

future. Please note that taxes and costs may exist that are not paid via us or imposed by us.

5.4 Any sale of Tokens by you to another person is subject to these Terms, and you accept that you are responsible for ensuring that any acquirer of Tokens is aware of the fact that in dealing in Tokens they accept and are subject to and bound by these Terms, which will be made publicly available on our Website.

6. UNFORESEEN CHANGES

6.1 These Terms may contain certain forward-looking statements. These are based on current intentions and made to the best of our present knowledge. Such forward-looking statements are subject to risks, uncertainties and other factors which could result in actual developments differing materially from, and being worse than, those expected or assumed or described in these forward-looking statements. Nothing contained in these Terms is, or should be relied on as, a promise or representation as to future performance of the Mattereum Platform or the Tokens. In addition, the Company does not assume any obligation to update any forward-looking statements nor to confirm any forward-looking statements to reflect actual events or developments.

7. OUR LIABILITY

7.1 Nothing in these Terms shall limit or exclude our liability: (i) for death or personal injury caused by the Company's negligence; (ii) for the Company's fraud and / or fraudulent misrepresentation; for intent and gross negligence as well as for damages resulting from injury to life, body or health; and / or (iii) for any other liability that, by Applicable Law, may not be limited or excluded.

7.2 We are not liable for any loss (regardless of whether that loss is foreseeable and / or consequential) as a result of:

- 7.2.1 anything you accept under Clause 5;
- 7.2.2 one or more of the risks set out at Schedule 1 materialising;
- 7.2.3 your breach of these Terms;
- 7.2.4 any issue you have with your storage of the Tokens once you receive them;
- 7.2.5 exercising any of our rights under these Terms; and / or
- 7.2.6 events outside our reasonable control.

7.3 Although we will take all reasonable care to ensure all electronic communications and attachments we send to you are free from any known Virus, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any Virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of Tokens. You acknowledge and accept the risks inherent in communicating by email, particularly of its unauthorised interception and of its not reaching the intended recipient.

7.4 To the extent that we may be deemed by any Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, we explicitly exclude and reject any such duties or relationship to the extent permitted by Applicable Law.

7.5 In case of ordinary or slight negligence, we shall be liable only for breaches of a material contractual obligation. In all other events we are not liable for any losses other than where caused directly and reasonably foreseeable by our gross negligence (and in no event shall we be liable for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses).

7.6 Our total liability for losses in relation to these Terms and any Tokens you deal in shall not exceed the total fees paid by you to us in connection with the Tokens.

8. **YOUR LIABILITY**

8.1 You agree to indemnify the Company for any losses that arise from or relate to:

- 8.1.1 any breach by you of any Applicable Law in your jurisdiction;
- 8.1.2 your breach of the rights of any person other than us (including, but not limited to, rights of privacy and intellectual property rights);
- 8.1.3 any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you; and
- 8.1.4 any loss resulting from your breach of these Terms.

8.2 Losses for the purposes of this Clause 8 include direct and indirect losses, as well as any costs and expenses (including legal fees) in relation to dealing with claims, demands and / or actions.

9. **REFUSAL OF REFUND OR CANCELLATION REQUESTS**

9.1 Your acceptance of Tokens from us is final, and there are no refunds or cancellations except as may be required by Applicable Law. We note that the price of Tokens is dependent on fluctuations in the financial market which cannot be controlled by us.

10. **PERSONAL INFORMATION**

10.1 Further information on how we process your data is set out in our Fair Processing Notice, available on our Website.

11. **ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING REQUIREMENTS**

11.1 You will at all times:

- 11.1.1 provide us with any information we may request for the purposes of verifying your identity (including if relevant that of your beneficial owners) and checks required in relation to prevention of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. This includes completing any verification procedures and customer identity checks that we may require.
- 11.1.2 authorise us to make any inquiries, whether directly or through third parties, that we consider necessary to verify your identity or to protect you and / or us against fraud or other financial crime, and to take any action that we reasonably deem necessary based on the results of such inquiries.

11.2 You acknowledge that your access to the Tokens may be altered, on an ongoing basis, as a result of the information provided under this Clause 11.

11.3 You acknowledge that in carrying out inquiries, your personal information may be disclosed by us to identity verification, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

12. **TERMINATION**

12.1 We may terminate our agreement with you under these Terms:

- 12.1.1 by giving you 30 days' notice; and / or

- 12.1.2 if you breach these Terms and either cannot remedy such breach or fail to do so within 15 days of us requiring you to do so.
- 12.2 Our agreement with you under these Terms shall terminate automatically:
 - 12.2.1 if a Party is unable to pay its debts as they fall due or a petition for winding up is presented or it shall go into liquidation (save for the purpose of amalgamation or reorganisation) or enters into an arrangement with its creditors generally or an administrator, an examiner or any equivalent has been appointed thereto or has a receiver appointed over all or any part of its assets or suffers any execution over such assets.
 - 12.2.2 if required by a regulator or court of competent jurisdiction and / or by Applicable Law.
 - 12.2.3 if you do not agree with a change to these Terms, in accordance with Clause 13.3.
- 12.3 On termination:
 - 12.3.1 you will no longer be able to deal in the Tokens (and we have the right at our sole discretion to require you to dispose of them in accordance with our instructions);
 - 12.3.2 we will be under no obligation to return any amounts paid by you in connection with the Tokens; and
 - 12.3.3 you will no longer be able to use or have any right to deal in Tokens.
- 12.4 Termination of these Terms shall not affect the continued operation or enforcement of Clauses 7, 8, 9, 14 and any other provision of these Terms which reflects an intention of the Parties that it should survive termination.

13. CHANGES TO THESE TERMS

- 13.1 We may make changes from time to time to these Terms:
 - 13.1.1 to reflect changes to Applicable Law;
 - 13.1.2 to reflect changes required by any court, regulatory or tax authority or industry guidance or codes of practice;
 - 13.1.3 to reflect changes to our systems and controls;
 - 13.1.4 to reflect changes to our arrangements with any third party provider or any replacement or discontinuing of any relationship with any third party provider;
 - 13.1.5 if it becomes impossible or impractical, in our reasonable opinion, to carry out any aspect of these Terms as a result of circumstances beyond our reasonable control;
 - 13.1.6 to make these Terms easier to understand;
 - 13.1.7 where the changes are to your benefit or not detrimental to you; or
 - 13.1.8 for any other valid reason.
- 13.2 We will give you reasonable notice of any changes to these Terms, or we may make changes with immediate effect where they are in your favour, are required by Applicable Law or relate to the addition of new services.

13.3 We will notify you of any changes via our website. You will be treated as accepting any change that we make to these Terms unless you tell us that you do not agree to the change, in which case you must notify us. We may treat such notification as your termination of your agreement with us under these Terms, to take effect from the date that the change would otherwise come into effect.

14. **INTELLECTUAL PROPERTY**

14.1 The Company Parties and their licensors (if any) are at all times the owners of all intellectual property relating to these Terms and the Tokens as well as any related software or information provided in relation to these Terms and the Tokens (the "**Intellectual Property**"). Nothing in these Terms gives you any rights in respect of any Intellectual Property and you do not acquire any such rights by accepting these Terms, dealing in the Tokens, or otherwise receiving any other Intellectual Property provided in relation to such.

14.2 You shall not, except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the Parties:

- 14.2.1 except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any Intellectual Property;
- 14.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Intellectual Property;
- 14.2.3 access all or any part of the Intellectual Property in order to build a product or service which competes with the Tokens and / or the activities of the Mattereum Group;
- 14.2.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Intellectual Property available to, any third party; and / or
- 14.2.5 attempt to obtain, or assist third parties in obtaining, access to Intellectual Property other than as expressly permitted by these Terms.

14.3 Intellectual Property may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and / or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "**Open Source Software**"). To the extent that Tokens use or contain any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor ("**Open Source Licence Terms**") and not under these Terms, and you accept and agree to be bound by such Open Source Licence Terms.

15. **COMMUNICATIONS**

15.1 Communications between the Parties shall be in English. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

15.2 So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction has been given by you.

15.3 We may communicate with you by email and you may communicate with us by email, in accordance with procedures notified to you by us (including security procedures and use of passwords). You accept that any email correspondence is deemed to have been received at the time we access it. You accept that there may be a delay in responding to correspondence received via email.

15.4 It is vital that you keep your contact details with us up to date and ensure that only persons who have authorisation to deal with us in relation to accepting Tokens have the ability to send us communications using your contact details.

15.5 We will treat any communication made using your contact details as being authorised by you, regardless of whether the person making the communication has actual authority to do so, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of so doing.

15.6 Notwithstanding Clause 15.5, where we in good faith believe that a communication has not been authorised, we are entitled to not accept it, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of this.

15.7 You also must be vigilant when communicating to ensure you are actually communicating with us, as we do not accept any liability in the event that a third party tricks you into communicating with someone other than us.

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

16. TAX EVASION AND BRIBERY

16.1 You will ensure that neither you, nor any person acting on your behalf, shall, by any act or omission, commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of a tax evasion offence. For these purposes, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax, and tax includes duties and social security contributions.

16.2 You will not, and will take reasonable steps to ensure that your agents and delegates will not, do any action or inaction which would constitute you or us committing any offence under any Applicable Law in relation to bribery, corruption or sanctions.

17. NOVATION

17.1 In the event that we appoint another entity to take over our rights and obligations under these Terms (the “**New Entity**”), we may transfer by way of novation our rights and obligations under these Terms to the New Entity and you consent to such novation. As soon as reasonably practicable following such novation, we shall notify you of the effective date of such novation. From such effective date, all references in these Terms to “Company”, “we”, “us”, or “our” shall be deemed to be references to the New Entity.

18. MISCELLANEOUS

Legal, tax and accounting advice

18.1 We do not provide, nor do we accept responsibility for, any legal, tax or accounting advice.

Entire agreement and legal status

18.2 These Terms represent the entire agreement between you and the Company with respect to the subject matter and substitutes and supersedes any and all previous written or oral statements between you and the Company.

Waiver and changes

18.3 No provision of these Terms shall be considered waived by us unless such waiver is in writing and signed by us.

- 18.4 No waiver of any provision in these Terms will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition of these Terms.
- 18.5 No other document or communication may modify or add any additional obligations or covenants on us beyond those set forth in these Terms, unless we explicitly state otherwise in that document.

Delegation

- 18.6 The Company may, at its sole discretion, assign its rights and / or delegate its duties under these Terms and engage subcontractors to perform obligations on its behalf.
- 18.7 You may not assign, transfer, delegate, charge or create third party interests over any of your rights or responsibilities in relation to these Terms nor the Tokens, nor may you agree to do any of the same, without our prior written consent (which we may withhold at our sole discretion).

Illegality and severability

- 18.8 Each of the provisions of these Terms are separate, severable and enforceable. If any portion of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect. Also, the Parties shall negotiate in good faith to agree a replacement for the ineffective provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Partnership

- 18.9 Dealing in Tokens does not create any form of partnership, joint venture or any other similar relationship between the Parties, and we do not owe you any resulting fiduciary duties. Nothing in these Terms is intended to authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Commencement

- 18.10 These Terms take effect and bind the Parties to them with effect from the date on which you start dealing in the Tokens.

Exclusion of third party benefits

- 18.11 This clause is subject to Clause 17 and the Parties intend that persons within the Mattereum Group shall have the right to enforce any rights granted to them under these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**"). Save as aforesaid, the Parties do not intend that the provisions of these Terms shall be enforceable by virtue of the 1999 Act or otherwise by any person not a Party to them. Notwithstanding this Clause 18.11, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of any agreement under these Terms.

Jurisdiction

- 18.12 If you are a consumer, please note that these Terms, their subject matter, the Tokens and any dispute or claim arising out of or in connection with them shall be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms,

their subject matter, and / or the Tokens. However, nothing in these Terms will override any mandatory laws of the country in which you have your usual place of residence or limit your legal rights to bring actions against us or to require proceedings take place in the country in which you have your usual place of residence.

- 18.13 If you are a business, these Terms, their subject matter, the Tokens and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).

1 SCHEDULE 1

Certain Risks Relating to Tokens

Participating in these Terms and dealing in Tokens involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risks of a complete loss of all capital used to participate in acquiring Tokens.

You should carefully consider the risks described below and consult with your professional advisors before participating. It should be noted that the list of risk factors described hereunder is *not* intended to be exhaustive and does not necessarily include all of the risks to which the Mattereum Group is or may be exposed to, nor are they all the risks associated with participation in these Terms and dealing in Tokens.

Important Note: As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities nor any other form of regulated investment product. Accordingly, there has not been any consideration as to whether Tokens are a suitable or an appropriate thing for you to acquire. The Company Parties expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Schedule 1, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By participating in these Terms, or by otherwise accepting, holding and / or using Tokens, you expressly acknowledge and assume the following risks, and the Mattereum Group shall not be liable should they materialise:

1. Lack of operating history

Purchases of cryptoassets from start-ups, including Tokens from the Mattereum Group, involve a high degree of risk. The value of Tokens is reliant on the success of the Mattereum Group in developing its business. As such, Tokens have all of the risks and uncertainties normally associated with an early-stage business, including potential difficulties developing or operating the Mattereum Platform, establishing the Mattereum Group's operations, lack of name recognition, lack of adequate capital to progress the business, difficulties hiring and retaining qualified employees, and difficulties in complying with all Applicable Laws. Financial and operational risks confronting start-ups are significant and the Mattereum Group is not immune to these. The start-up market in which the Mattereum Group competes is highly competitive, and the percentage of companies that survive and prosper is small.

The Mattereum Group's lack of an operating history may make it difficult for you to evaluate the Mattereum Group's business and long-term operating prospects and the prospects of the Mattereum Platform in connection with acquiring Tokens. These risks include, but are not limited to, the Mattereum Group's ability to: (i) increase revenues and manage costs relating to the Mattereum Group's operations, the development, launch and / or operations of the Mattereum Platform, and the development of the Tokens; (ii) increase awareness of the Mattereum Group, the Mattereum Platform and Tokens; (iii) offer compelling content on the Mattereum Platform; (iv) maintain current and develop new strategic relationships; (v) respond effectively to competitive pressures; (vi) continue to develop and upgrade technology; (vii) attract, retain, and motivate qualified personnel; and (viii) raise any additional capital as potentially required. There are no assurances that the Mattereum Group's business strategy will be successful, nor that the Mattereum Group will address these risks successfully during the development and launch of the Mattereum Platform and Tokens.

2. Risk of losing access to Tokens due to loss of private key(s) and wallet(s)

A private key, or a combination of private keys, is necessary to deal in Tokens. Accordingly, loss of the requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

Any errors or malfunctions caused by or otherwise related to the wallet you use to receive and store Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your Tokens. Failure to precisely follow any procedures set forth by the Mattereum Group for buying, transferring and receiving Tokens, including, for instance, providing an incorrect wallet address, or using wallet(s) that do not accept Tokens, may result in the loss of Tokens you hold.

3. Regulatory risks

Regulation of cryptoassets such as the Tokens and the offering thereof, as well as blockchain technologies and cryptoasset exchanges is currently underdeveloped and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and growth of the Mattereum Platform and the adoption and utility of Tokens. Failure by the Mattereum Group or the Mattereum Platform to comply with any Applicable Laws, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines, which could have an adverse effect on the development, launch and / or operations of the Mattereum Platform and the development and eventual value of Tokens.

If an entity within the Mattereum Group is required to obtain a licence, there is a risk that that entity may not be able to obtain it, either within a reasonable time period or at all, and the consequence of this will accordingly be to restrict the Mattereum Group's business and ability to issue Tokens.

4. Legal proceedings and litigation

From time to time, the Mattereum Group may be involved in legal proceedings or litigation. The results of such legal proceedings and claims cannot be predicted with certainty and, regardless of the outcome, legal proceedings could have an adverse impact on the Mattereum Group's business or development, and that of the Mattereum Platform, because of defence and settlement costs, diversion of resources, and other factors. As of the date of these Terms, the Mattereum Group is not subject to any material legal proceedings, nor, to the Mattereum Group's knowledge, are any material legal proceedings pending or threatened against the Mattereum Group.

Generally, if third parties are successful in their claims, the Mattereum Group may have to pay substantial damages, account for profits derived from the alleged infringing acts, and cease to use certain technologies or take other actions that could be detrimental to the Mattereum Group's business. If there is an intellectual property infringement claim, or to avoid such claims, the Mattereum Group may be prohibited from selling or licensing to others any product that it may develop, unless the patent or copyright holder grants a licence of the relevant intellectual property to the Mattereum Group, which the patent or copyright holder is not obligated to do.

There also may be adverse publicity associated with litigation that could negatively affect people's perception of the Mattereum Group, the Mattereum Platform and / or the Tokens, regardless of whether the allegations are valid or the Mattereum Group is ultimately found liable. Accordingly, litigation may adversely affect the Mattereum Group's business and financial condition.

5. Risks associated with the blockchain protocol

Because Tokens and the Mattereum Platform are based on blockchain protocols, any malfunction, breakdown or abandonment of a blockchain protocol may have a material adverse effect on the Tokens and / or Mattereum Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and / or the Mattereum Platform by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain protocol.

6. Risk of hacking and software and security weaknesses

Hackers or other malicious groups or organisations may attempt to interfere with Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain is built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain).

There is also an inherent risk that the software and related technologies and theories we use could contain Viruses. Viruses could cause, inter alia, complete loss of Tokens, or could negatively affect the Mattereum Platform.

7. Risks associated with uncertain regulations and enforcement actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Mattereum Platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Mattereum Platform and the Tokens. Regulatory actions could negatively impact the Mattereum Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. The Mattereum Group may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks associated with the Mattereum Platform and Token features

The nature of the Mattereum Platform means that it may undergo significant changes over time, and it may consist of a network of exchanges, or a specific dedicated exchange. Although the Mattereum Group intends for the Tokens to follow the specifications set forth in these Terms, the Mattereum Group may have to make changes to the specifications of the Tokens or Mattereum Platform for any number of reasons. The Mattereum Platform and Tokens may therefore be subject to significant conceptual, technical and commercial changes before release. This could create the risk that the Mattereum Platform or Tokens, as further updated and maintained, may not meet your expectations.

You furthermore understand and accept that as part of the deployment, changes to the Mattereum Platform and Tokens may be required and that, if you decide not to participate in such changes, you may no longer use Tokens and that non-changed Tokens may lose their utility and / or value.

9. Risk of an unfavourable fluctuation of cryptoasset values

The Mattereum Group intends to use the amounts received from Token holders to fund the development and deployment of the Mattereum Group's business and the Mattereum Platform. Amounts received from Token holders may be converted into other cryptoassets or fiat currencies. If the value of cryptoassets or fiat currencies fluctuate unfavourably this may mean that the Mattereum Group may not be able to fund business development and deployment as expected or may not be able to deploy the Mattereum Platform in the manner it intended.

10. Taxation

The tax treatment of the acquisition, holding and disposal of the Tokens is evolving and uncertain in many jurisdictions and it is possible that the legislators or tax authorities in the jurisdiction in which you are resident may introduce legislation or guidance which may adversely impact the tax treatment of the Tokens or be inconsistent with the tax position which you decide to adopt.

11. Risk of closure, changes or abandonment

It is possible that, due to any number of reasons, including technical, commercial, regulatory and other reasons (such as failure to comply with all Applicable Laws, failure to develop the Tokens as expected, the failure of commercial relationships and / or intellectual property ownership challenges), the Mattereum Group may not be able to develop and launch the Tokens or operate the Mattereum Platform or the Mattereum Group's business as intended, and so the Mattereum Group may dissolve or take actions that result in the dissolution of the Mattereum Platform.

In addition, as the Mattereum Platform has not yet been fully developed, it may require significant resources and expertise in order to successfully launch the Mattereum Platform. The Mattereum Group may have to make changes to the specifications of the Mattereum Platform and / or the Tokens for any number of legitimate reasons, and the Mattereum Group may be unable to develop the

Mattereum Platform and / or the Tokens in a way that successfully realises those specifications. Whilst the Mattereum Group will use the proceeds from the pre-sale of Tokens to make significant investments to develop and launch a viable platform, the Mattereum Group may not have, or may not be able to obtain, the technical skills and expertise needed to successfully develop the Mattereum Platform and / or the Tokens and successfully launch the Mattereum Platform. It is possible that the Tokens and the Mattereum Platform may not ever be fully developed or launched, and there may never be an operational Mattereum Platform and / or operational Tokens. The Mattereum Platform and the Tokens, if successfully developed and maintained, may not meet your expectations.

Furthermore, despite good faith efforts to develop, launch, maintain, update the Mattereum Platform and to develop the Tokens, it is still possible that the Mattereum Platform will experience malfunctions or otherwise fail, and this may negatively impact the operation of the Mattereum Platform and / or the Tokens and the public's perception thereof.

More generally, you are aware of the risk that even if all or part of the Mattereum Platform is successfully deployed and released, that the Mattereum Platform could be fully or partially abandoned, be rendered commercially unsuccessful or otherwise be shut down because of a lack of interest, to comply with Applicable Law or for other reasons.

12. Liquidity risk

There is presently no established trading market for the Tokens. The Mattereum Group can provide no assurance that an exchange will accept any attempted listing of the Tokens or maintain the listing if accepted, or that any trading market will be successfully developed or launched. Moreover, even if such a market in Tokens is established, any such trading market may not be widely adopted, may have limited users, and could be subject to significant competition. As a result, the Mattereum Group can provide no assurance as to the liquidity of the Tokens on any such market, and the value of the Tokens over time may experience extreme volatility or depreciate in full.

13. Intellectual property

Companies, organisations, or individuals, including competitors, may hold or obtain patents, trademarks, or other proprietary rights that would prevent, limit, or interfere with the Mattereum Group's ability to make, use, develop, sell, and / or market the Tokens and / or the Mattereum Platform, which could make it more difficult for the Mattereum Group to operate its business. These third parties may have applied for, been granted, or obtained, patents that relate to intellectual property, and which compete with the Mattereum Group's intellectual property or technology. This may require the Mattereum Group to develop or obtain alternative technology, or obtain appropriate licences under these patents, which may not be available on acceptable terms or at all. Such a circumstance may result in the Mattereum Group having to significantly increase development efforts and resources to redesign the technology in order to safeguard its competitive edge against competitors in the same industry. There is a risk that the Mattereum Group's means of protecting its intellectual property rights may not be adequate, and weaknesses or failures in this area could adversely affect the Mattereum Group's business or reputation, financial condition and / or operating results, the development, launch and / or operations of the Mattereum Platform and the development of Tokens.

From time to time, the Mattereum Group may receive communications from holders of patents or trademarks regarding their proprietary rights. Companies holding patents or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights and urge the Mattereum Group to take licences. In addition, if the Mattereum Group is determined to have infringed upon a third party's intellectual property rights, it may be required to cease operating the Mattereum Platform, pay substantial damages, seek a licence from the holder of the infringed intellectual property right, which licence may not be available on reasonable terms or at all, and / or establish and maintain alternative branding for items relating to the Mattereum Platform. The Mattereum Group may also need to file lawsuits to protect its intellectual property rights from infringement from third parties, which could be expensive, time consuming, and distract management's attention from our core operations.

The Mattereum Group's ability to serve its customers and the Mattereum Platform's participants will depend upon its intellectual property. The Mattereum Group will rely on copyright, trade secret and trademark laws, trade secret protection, and confidentiality or licence agreements with its employees, customers, and other third parties to protect the Mattereum Group's intellectual property

rights. However, the steps the Mattereum Group takes to protect its intellectual property rights may be inadequate. In order to protect its intellectual property rights, the Mattereum Group may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce the Mattereum Group's intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of the Mattereum Group's intellectual property. Furthermore, the Mattereum Group's efforts to enforce the Mattereum Group's intellectual property rights may be met with defences, counterclaims, and countersuits attacking the validity and enforceability of the Mattereum Group's intellectual property rights. The Mattereum Group's failure to secure, protect, and enforce the Mattereum Group's intellectual property rights could seriously harm the Mattereum Platform's brand and adversely affect the Mattereum Group's business, reputation, financial condition, and / or operating results, the development, launch and / or operations of the Mattereum Platform and the development of the Tokens.

14. No management rights in the Mattereum Group

Holders of Tokens will have no voting rights or other management or control rights in the Mattereum Group by virtue of the Tokens, and, consequently, the purchase of the Tokens does not carry with it any right to take part in the control or management of the Mattereum Group's business. Accordingly, the Mattereum Group's directors and shareholders who hold voting shares will control the Mattereum Group's decisions, including those relating to the development, launch and operations of the Mattereum Platform and the development of the Tokens. Holders of Tokens will have no influence or vote on any corporate matters, and the voting shareholders and directors may take actions of which a majority of holders of Tokens disapprove. In assessing the risks and rewards of purchasing Tokens, you must be aware that you are relying solely on the good faith, judgment and ability of the Mattereum Group's directors, officers and employees to make appropriate decisions with respect to the Mattereum Group's management, development, launch and / or operations of the Mattereum Platform and the development of Tokens.

15. Tokens will have no refund rights or similar features and may have limited liquidity

After issuance, to the extent permitted by Applicable Law you will have no right to return your Tokens to the Mattereum Group or to receive a refund or otherwise require the Mattereum Group to exchange Tokens for a certain amount of fiat currency. As a result, if there is not sufficient demand or interest in the Mattereum Platform and Tokens, or if there are limits on the transferability of, or limited liquidity for, the Tokens, then you may lose all or a portion of your investment.

16. Reliance on discretion of the Mattereum Group's management for the deployment of capital

The Mattereum Group's management will have sole discretion over the use of the proceeds received as a result of any offering of Tokens. You will be relying on the Mattereum Group's management to identify, structure, and implement the Mattereum Platform in accordance with the Mattereum Group's objectives and policies and to conduct the business of the Mattereum Platform as contemplated by these Terms.

17. Future sales of Tokens and other types of token

Sales, or the possibility of sales, by the Mattereum Group of a substantial number of Tokens or additional types of token following these Terms could have an adverse effect on the value of Tokens or could affect the Mattereum Group's ability to obtain further capital. In addition, in exchange for services in connection with the development, marketing and operation of the Mattereum Platform, the Mattereum Group may sell further Tokens or different types of token to various third parties. Any such additional issuance of Tokens could dilute your percentage interest in then-outstanding Tokens, if any, and have an adverse effect on the market value of the Tokens. Additional new types of tokens may also impact the value of your Tokens you receive under these Terms, and you have no rights in relation to such new types of tokens as a result of entering into these Terms.

18. Further funding

The Mattereum Group reserves the right to obtain further funding, including from venture capitalists, in order to finance operations in general and including, but not limited to, developing the Mattereum

Platform. Obtaining this funding may impact the way in which the Mattereum Platform is developed and may have a consequential impact on the value of the Tokens.

19. The prices of digital assets are extremely volatile

Fluctuations in the price of digital assets could materially and adversely affect the Mattereum Group's business and the Mattereum Platform, and Tokens may also be subject to significant price volatility.

The prices of cryptoassets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. Several factors may influence the market price, if any, of Tokens, including, but not limited to:

- the ability (if any) of Tokens to trade on a secondary market;
- global digital asset and token supply;
- global digital asset and token demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets, the security of online digital asset exchanges and digital wallets that hold digital assets, the perception that the use and holding of digital assets is safe and secure, and the regulatory restrictions on their use;
- general expectations with respect to the rate of inflation, interest rates and exchange rates;
- changes in the software, software requirements or hardware requirements underlying Tokens;
- changes in the rights, obligations, incentives, or rewards for the various holders of Tokens;
- interruptions in service from or failures of major digital asset and token exchanges on which digital assets and tokens are traded;
- investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in Tokens or other digital assets;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law;
- global or regional political, economic or financial events and situations; and
- expectations among digital assets participants that the value of Tokens or digital assets generally will soon change.

A decrease in the price of a single digital asset may cause volatility in the entire digital asset and token industry and may affect other digital assets including the Tokens. For example, a security breach that affects purchaser or user confidence in Bitcoin or Ether may affect the industry as a whole and may also cause the price of the Tokens and other digital assets to fluctuate. Such volatility in the price of the Tokens may result in significant loss over a short period of time.

20. Purchasers may lack information for monitoring their Tokens

You may not be able to obtain all information you want from time to time regarding the Mattereum Group, the Mattereum Platform and / or the Tokens. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect to the Mattereum Group, the Mattereum Platform and / or the Tokens in a timely manner. As a result of these difficulties, as well as other uncertainties, you

may not have accurate or accessible information relating to your purchase, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your holding of Tokens.

21. Tokens may not be classified as unregulated Tokens

Although we intend for Tokens to be classified as unregulated tokens, the regulatory position of cryptoassets is uncertain and subject to change. This may, at a later date, cause us to classify Tokens as a security, in which case Tokens may be subject to restrictions on resale and transfer.

22. General economic risks

Please be aware that the value of Tokens can fall as well as rise. If you buy Tokens, you may not get back the full amount you spent on them, or anything at all. The value of Tokens may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other cryptoassets is not necessarily a guide to the future performance of Tokens.

23. Unanticipated risks

Cryptoassets such as the Tokens are a relatively new and untested technology. In addition to the risks included in this **Schedule 1**, there are other risks associated with your acceptance, holding and use of Tokens, including those that we cannot reasonably foresee.

Additional risks may also materialise as unanticipated variations or combinations of the risks discussed above in this **Schedule 1**.