

# Xetion AG - Terms and Conditions

These terms and conditions (hereinafter “Terms”) constitute the legal relationship and legally binding agreement between Xetion AG and each of Acquirer (hereinafter together Parties), in respect of using the website provided at <https://xetion.com> (hereinafter “Website”) and of the Token Generation Event of Xetion AG (hereinafter “TGE”). By pre-registering to participate in TGE, each Acquirer confirms that he fully agrees to all the terms and conditions contained in this document. If the Acquirer does not agree to the terms and conditions contained in this document, then the Acquirer may not pre-register on the Website, register and participate in the TGE nor acquire XET Tokens. If you have any questions regarding these Terms, please contact Xetion AG at **contact@xetion.com**

ACQUISITION OF XET TOKENS INCLUDES VARIOUS RISKS. BEFORE ACQUIRING ANY TOKENS YOU SHOULD CONSIDER ALL INFORMATION IN THESE TERMS, INCLUDING THE RISK FACTORS DESCRIBED IN ANNEX A BELOW, THE WHITE PAPER AND OTHER DOCUMENTS REFERRED TO IN THESE TERMS.

Your acquisition of XET Tokens during this TGE is subject to these Terms. Neither these Terms nor the Website or any documents referred to in these Terms constitute a prospectus of any sort, nor a solicitation or recommendation for investment, nor an initial public offering, nor an offering of shares or equity, nor do they pertain to an offering of securities in any form or manner.

The issue of XET Tokens is not and may not be construed as any kind of assurance, guarantee or promise that the Project will be successfully developed and/or that any of the services described as being part of the Project will be launched or offered. These Terms govern exclusively the TGE of XET Tokens and shall not apply or regulate the implementation of the Project or the provision of any services described as being part of the Project.

Xetion AG has the right to amend these Terms at any time by publishing a respective notice together with the amended version of the Terms on the Website. Xetion AG can also amend these Terms if there is any change in the laws or regulations, or any new or amended interpretation of such laws or regulations, or any action by any regulator or public authority which may, directly or indirectly, affect the TGE, the Project, Xetion AG and/or the Acquirers. The Acquirer’s continued use of the Website after any amendments or alterations of these Terms shall constitute the Acquirer’s consent hereto and acceptance hereof.

## 1. DEFINITIONS

“**Accepted Currency**” means any accepted crypto token or means of payment.

“**Acquirer**” means you, i.e. the person registering to the TGE, transferring Accepted Currency and receiving XET Tokens in return following the entry into an Agreement with Xetion AG.

“**Affiliate**” means, in relation to Xetion AG, its past, present and future employees, members of management bodies, officers, directors, parent companies, subsidiaries, shareholders, agents, representatives, service providers, legal successors and assigns.

“**Agreement**” means an agreement on the terms and conditions set out in these Terms, which shall be deemed to have been entered between you, the Acquirer, and Xetion AG from the moment you have accepted these Terms.

“**Dispute**” means any dispute, claim, suit, action, cause of action, demand or proceeding arising out or in connection with this Agreement, or the breach, termination or invalidity thereof, or otherwise in connection with the acquisition of XET Tokens.

“**KYC-platform**” means an online platform provided by Xetion AG where persons can register for TGE.

“**Xetion Services**” means services provided by Xetion AG regarding the Project as described in the White Paper.

“**Xetion Team**” means persons assigned by Xetion AG.

“**ECA**” means any early contribution agreement containing a future right to a specified number of XET Tokens.

“**XET Token**” or “**XET**” means a blockchain token created by Xetion AG in connection with the Project.

“**Project**” means a blockchain based technical network that runs on computers, described in more detail in the White Paper of Xetion AG.

“**Terms**” mean these terms and conditions forming the Agreement between you, the Acquirer, and Xetion AG.

“**TGE**” means the issue of XET Tokens to which these Terms apply.

“**Wallet**” means software which enables and facilitates the sending and the receipt of cryptocurrencies.

“**Website**” means the Website of Xetion AG with address <https://xetion.com/>

“**White Paper**” means the description of the Project as currently envisaged and as may be amended by Xetion AG from time to time. White Paper shall be made available on the Website.

## 2. TGE

XET Tokens can be acquired by the Acquirer from Xetion AG during the TGE subject to these Terms by transferring Accepted Currency to the Wallet determined by Xetion AG. When the TGE starts, Acquirers will be able to transfer Accepted Currency and receive XET Tokens in exchange. XET Tokens are created during and at the end of the TGE. Qualified Acquirers can participate in the TGE through ECA.

The TGE process is set out in Annex B.

## 3. RESTRICTIONS

The Acquirer must be at least 18 years of age to register for and participate in the TGE. Xetion AG reserves the right to unilaterally turn down any request of any Acquirer to participate in the TGE, and shall have no obligation to justify or outline the reasons for any rejection.

Although the Website is accessible worldwide, Xetion AG reserves the right to limit, in its sole discretion and without providing any justification related thereto, the persons and geographic areas which can register and participate in the TGE.

Xetion AG reserves the right to block the IP addresses from the USA or any other jurisdiction from which participations are not accepted, and shall have no obligation to justify or outline the reasons for any rejection.

## 4. DESCRIPTION OF XET TOKENS

XET Tokens are the cryptographic tokens that serve as a proof of participation in the TGE and gives the opportunity to use Xetion Services by using XET Tokens (after the end of TGE at some point in future, not currently defined), as described in the White Paper. By nature, XET Token is NOT and shall in NO case be understood, deemed, interpreted or construed as:

- (i) equity interest, voting or non-voting securities (or its like) in, or claims against, Xetion AG or any other entity in any jurisdiction;
- (ii) equity or debt investment of any kind in any venture;

- (iii) stocks, bonds or stocks, bonds or any securities/class of securities;
- (iv) any form of financial derivatives;
- (v) any commercial paper or negotiable instrument;
- (vi) any form of investment contract between the relevant holder and any other person;
- (vii) any commodity or asset that any person is obliged to redeem or purchase; or
- (viii) any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;
- (ix) the rights under the price difference (margin) contract or any other contract whose purpose or its intended purpose is to ensure profit or avoid losses;
- (x) structural units in the collective investment mechanism / the institution of joint investment structural units (units) in the trust unit investment fund / in the trust investment fund.

## 5. KYC PROCESS

In order to comply with the “know your customer” and “anti money laundering” (hereinafter KYC) requirements of Xetion AG, a KYC process that all prospective Acquirers that wish to participate in the TGE must be passed before being able to acquire XET Tokens, (hereinafter KYC process). By accepting these Terms, you are deemed to have accepted also the terms of the KYC process. The passing of said KYC process is a condition precedent for any Acquirer being able to acquire XET Tokens. Pre-Registration is no indication for eligibility or passing of the KYC process.

By accepting these Terms each Acquirer is deemed to have represented and warranted to Xetion AG that:

1. All information provided in the course of the KYC process, is accurate, true and up to date.
2. Upon request of Xetion AG, the Acquirer will provide such information and documents that Xetion AG, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules, agreements it has entered into and/or requirements established by third parties involved in the Project, including its banks. The Acquirer consents to the disclosure by Xetion AG of such information and documents to any governmental entities or agencies or third parties involved in the Project as determined in the sole opinion of Xetion AG may be necessary or required to comply with any of the aforementioned.

### 3. The Acquirer

- (i) does not appear on the list of international financial sanctions imposed by the European Union, the United Nations, other international organisations or the Government of Switzerland (hereinafter “List of Sanctions”)
- (ii) is not otherwise a party with which Xetion AG is prohibited to deal with under the laws under the laws of Switzerland, and any other applicable jurisdiction
- (iii) is not a person identified as a terrorist organization on any other relevant lists maintained by any governmental authority, or
- (iv) unless otherwise disclosed in the KYC process, is not a PEP<sup>1</sup> or any family member<sup>2</sup> or close associate<sup>3</sup> of a PEP.

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<sup>1</sup> PEP or Politically Exposed Person is an individual who is or has been entrusted with prominent public functions, for example (a) heads of State, heads of government, ministers and deputy or assistant ministers; (b) members of parliament or of similar legislative bodies; (c) members of the governing bodies of political parties; (d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances; (e) members of courts of auditors or of the boards of central banks; (f) ambassadors, chargés d'affaires and high-ranking officers in the armed forces; (g) members of the administrative, management or supervisory bodies of State-owned enterprises; (h) directors, deputy directors and members of the board or equivalent function of an international organisation.

<sup>2</sup> Family members include the following: (a) the spouse, or a person considered to be equivalent to a spouse, of a PEP; (b) the children and their spouses, or persons considered to be equivalent to a spouse, of a PEP; (c) the parents of a PEP.

<sup>3</sup> Close associates mean: (a) natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with PEP; (b) natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of PEP.

- 4. Acquirer’s transfer of Accepted Currency to Xetion AG shall not cause Xetion AG to be in violation of applicable laws or regulations, including, without limitation, AML, economic sanctions, anti-bribery or anti-boycott laws or regulations.
- 5. Acquirer’s transfer of Accepted Currency to Xetion AG is not or will not be derived from, pledged for the benefit of, or related in any way to,
  - (i) the government, an organisation or person in any country designated by applicable laws as supporting international terrorism,
  - (ii) the government, an organisation or person in any country that has been designated as a non-cooperative country or as a money laundering or

(iii) directly or indirectly, any illegal activities.

6. Acquirer acknowledges that Xetion AG may collect documentation verifying the identity and the source of funds used to acquire XET Token before, and from time to time after, the date of this Agreement.
7. Acquirer understands that a breach of the above warranties and representation is a breach of these Terms, and that Xetion AG may take any action or recourse it deems appropriate, in its sole discretion, to remedy the breach or protect its interests under these Terms.
8. Acquirer acknowledges and agrees that the KYC process may be conducted by any third party designated by Xetion AG.

## 6. OTHER REPRESENTATIONS AND WARRANTIES OF THE ACQUIRER

In addition, by transferring Accepted Currency to Xetion AG for the acquisition of XET Tokens, you as the Acquirer are deemed to have represented and warranted to Xetion AG that:

1. You have read, understand and accept these Terms (including all Annexes).
2. You understand the restrictions and risks (as listed in, but not limited to in Annex A below) associated with the acquisition, possession and use of XET Tokens as set forth in these Terms, and acknowledge and assume all such restrictions and risks.
3. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens and blockchain-based software systems to make an informed decision to acquire XET Tokens.
4. You have obtained sufficient information about XET Tokens, the Project and Xetion AG to make an informed decision to acquire XET Tokens. You understand and acknowledge that the acquisition of XET Tokens is not made with an investment purpose and that the XET Token does not in any way represent an investment of any kind.
5. You understand and accept that none of the information contained in these Terms is intended to form the basis for a solicitation or recommendation for an investment of any kind whatsoever. Xetion AG does not provide any investment service or advice. Any statements about the growth of the rate of XET Token are just a predictions of the potential

growth, and not a promise of such growth of the rate of XET Token, not a promise of profit and not a proposal for investment.

- 6.
7. You understand and accept that the Project is based on the White Paper, but that the White Paper is of a descriptive, preliminary and non-binding nature.
8. You are of legal age, you are not PEP or his family member or close associate and are legally permitted to participate in the TGE and have verified that by doing so you are not violating any law in your jurisdiction and you agree and warrant that you are solely responsible if any such law or laws are violated.
9. You understand and accept that XET Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive dividends, other payments, intellectual property rights or any other form of participation in or relating to the Project and/or Xetion AG and its Affiliates, and that XET Tokens are not and are not intended to be a security, commodity, or any kind of financial instrument or investment product.
10. You understand that XET Tokens are not legal tender, are not backed by any government, and accounts and value balances are not subject to any form of deposit insurance or securities insurance in any jurisdiction.
11. You understand that acquiring XET Tokens is final upon the transfer of the Accepted Currency and there will be no refunds or cancellations except as specifically provided in these Terms.
12. Your acquisition, possession and use of XET Tokens and related software does not violate but complies with all applicable laws, regulations and judicial acts applicable in your jurisdiction and to you, including, but not limited to, (i) legal capacity and any other requirements in your jurisdiction for the acquisition of XET Tokens and entering into this Agreement with Xetion AG, (ii) any value transfer, foreign exchange and/or regulatory restrictions applicable to the acquisition of XET Tokens or transfer of Accepted Currency, and (iii) any governmental or other consents that may need to be obtained.
13. You are not acquiring XET Tokens for any illegal purposes.
14. If you are a representative of a legal entity, you represent and warrant that you have obtained all necessary permissions of the regulating body of the legal entity and state authorities, if applicable and needed in your jurisdiction for participation in the TGE and accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity.
15. You will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, possession or use of XET Tokens, and to the extent permitted by

law, you agree not to hold Xetion AG, or any of its Affiliates, liable and you will compensate Xetion AG and any of its Affiliates for any tax liability associated with or arising from the acquisition, possession or use of XET Tokens or any other action or transaction related to the Project.

16. You do not have your habitual residence in, and you do not act on the behalf or benefit of person with habitual residence or the legal entity you are representing is not founded in any country listed on the List of Sanctions other applicable sanctions lists or in Afghanistan, Belarus, Bosnia, Burundi, Central African Republic, Comoros, Congo, Eritrea, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Libya, Myanmar, North Korea, Puerto Rico, Somalia, Sudan North, Sudan South, Syria, Yemen, Zimbabwe, Philippines, Cuba, Mali, Tunisia, United States of America, any other USA possessions or any country where the sale of XET Tokens would constitute a public offering of securities or the sale of XET Tokens would in any way be restricted.
17. Your actions comply with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction (ii) any foreign exchange or regulatory restrictions applicable to such actions.
18. You will cooperate fully and timely with Xetion AG in the investigation of any violation of Terms or unauthorized use of XET Tokens.
19. You acknowledge that Xetion AG may outsource any of its obligations related to client identification and money laundering and terrorist financing prevention to any third-party service providers, and you grant your irrevocable and unconditional consent to such outsourcing and the transfer and disclosure of information regarding you to such third party service providers.

## 7. INDEMNIFICATION

To the fullest extent permitted by applicable law, you will compensate Xetion AG and its Affiliates for, and indemnify, defend and hold harmless Xetion AG and its Affiliates from and against, all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your acquisition, possession or use of XET Tokens, (ii) your obligations, representations and warranties under these Terms, (iii) your violation of these Terms, and/or (iv) your violation of any rights of any other person or entity.

## 8. EXCLUSION OF WARRANTIES

To the fullest extent permitted by law, no warranty, guarantee or similar assurance whatsoever is expressed or implied with regard to XET Tokens or the Project. XET



Tokens are acquired, possessed and used and any services developed in connection with the Project are used at the sole risk of the Acquirer and on an 'as is', 'under development' and 'as available' basis.

## 9. NO RELIANCE

The Acquirer acknowledges to have had an opportunity to

- (i) review these Terms and its Annexes, and
- (ii) obtain any additional information concerning XET Tokens and Xetion AG to enter into these Terms and acquire XET Tokens. The Acquirer acknowledges that in making a decision to acquire XET Tokens, the Acquirer has relied solely upon these Terms and its Annexes and independent investigations made by the Acquirer. The Acquirer is not relying on Xetion AG with respect to the legal, tax and other economic factors involved in entering into these Terms and understands that the Acquirer is solely responsible for reviewing the legal, tax and other economic considerations involved with acquiring XET Tokens with its own legal, tax and other advisers.

## 10. NO DISTRIBUTION

The Acquirer is acquiring XET Tokens for its own account, use and benefit and not with an investment purpose nor with a view to distribute, assign, sell or otherwise transfer XET Tokens.

## 11. LIMITATION OF LIABILITY

The Acquirer acknowledges and agrees that, to the maximum extent permitted by any applicable law, he will not hold Xetion AG and its Affiliates liable for any direct, indirect, special, incidental, consequential or exemplary damages (including but not limited to loss of income, revenue and profits, or goodwill, or data) or injury whatsoever caused by or related to the acquisition, possession or use (or inability to use) of XET Tokens or the use (or inability to use) of any of the services developed in the course of execution of the Project under any cause of action whatsoever of any kind in any jurisdiction.

The Acquirer acknowledges and agrees that, to the fullest extent permitted by any applicable law, the risk of acquiring, possession and using XET Tokens rests entirely with the Acquirer.

The limitations set forth in this clause do not and will not limit or exclude liability of Xetion AG for fraud or intentional or grossly negligent misconduct.

## 12. NOTICES

Notice to Xetion AG shall be sent by post to Xetion AG at:

Xetion AG  
Fohrbachstrasse 12  
8702 Zollikon  
SWITZERLAND

Notice to you shall be by email to the email address you provide to us.  
Your notice must include

- (i) your name, postal address, email address and telephone number,
- (ii) a description in reasonable detail of the nature or basis of any possible Dispute, and
- (iii) the specific relief that you are seeking.

### 13. GOVERNING LAW AND VENUE

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

Any Dispute shall first be endeavoured to be settled through amicable negotiations in good faith by the Parties by sending a written claim to:

Xetion AG  
Fohrbachstrasse 12  
8702 Zollikon  
SWITZERLAND

If the Acquirer and Xetion AG cannot agree how to resolve the Dispute within thirty (45) days after the date a notice is received by the applicable Party, then the Dispute shall be solved in the courts of Switzerland.

Disputes resulting from the TGE shall be submitted to Xetion AG within forty eight (48) hours after the TGE ends.

### 14. TAXATION

Xetion AG makes no representations concerning the tax implications of participating in the TGE or receiving and holding XET Tokens.

The Acquirer bears the sole responsibility for determining or assessing the tax implications of participation in the TGE, receiving and holding XET Tokens in all respects and in any relevant jurisdiction.

By participating in the TGE, receiving and holding XET Tokens, to the extent permitted by applicable law, the Acquirer agrees that no other party (including, without limitation Xetion AG and its Affiliates) may be held liable for any loss arising out of, or in any way

connected to, any tax liability the Acquirer may incur in connection with participation in the TGE, receiving and holding XET Tokens.

## 15. SEVERABILITY

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms. Such unlawful, void or unenforceable clause or provisions shall be replaced by valid and enforceable clause or provisions, which most closely achieve the commercial intent and purpose of this Agreement.

## 16. WEBSITE

These Terms contained herein on this Website, shall govern your use of this Website, including all pages within this Website. These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all Terms contained herein in full. You must not use this Website, if you have any objection to any of these Website and the Terms set forth herein.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

### **Intellectual Property Rights**

Other than content you own, which you may have opted to include on this Website, under these Terms, Xetion AG and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website,

### **Restrictions**

You are expressly and emphatically restricted from all of the following:  
publishing any Website material in any media;

1. selling, sublicensing and/or otherwise commercializing any Website material;
2. publicly performing and/or showing any Website material;
3. using this Website in any way that is, or may be, damaging to this Website;

4. using this Website in any way that impacts user access to this Website;
5. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
6. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and Xetion AG may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

### **Your Content**

In these Terms, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Xetion AG a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party’s rights. Xetion AG reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

### **Your Data and Data Privacy**

Xetion AG reserves the right to collect data of users and visitors of its Website. By using the Website of Xetion AG you agree to allow Xetion AG to collect such data according to Terms set forth in the privacy policy of Xetion AG which can be found under <https://xetion.com/privacypolicy.html>.

### **No warranties**

This Website is provided “as is,” with all faults, and Xetion AG makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

### **Limitation of liability**

In no event shall Xetion AG, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Xetion AG, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

## **Indemnification**

You hereby indemnify to the fullest extent Xetion AG from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

Xetion AG is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

## **Assignment**

Xetion AG shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Xetion AG and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

## **Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of Switzerland, and you submit to the non-exclusive jurisdiction of the cantonal and federal courts located in Zurich, Switzerland for the resolution of any disputes.

## **17. MISCELLANEOUS**

These Terms constitute the entire agreement between the Parties relating to the acquisition of XET Tokens from Xetion AG and supersede any other agreements (except (i) signed

ECA to which these Terms serve as annex (ii) any required agreements by third parties, statements or information provided by Xetion AG and/or its Affiliates.

Xetion AG may assign its rights and obligations under these Terms. The Acquirer can not assign or transfer this Agreement in whole or in part without the previous written consent of Xetion AG.

Xetion AG's failure to exercise or enforce any right or provision of these Terms will not be construed or understood as a waiver of such right or provision.

Xetion AG will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. This Agreement and the transactions envisaged therein does not create any form of partnership, joint venture, or any other similar relationship between the Parties. Except as otherwise provided herein, these Terms are intended solely for the benefit of the Parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

To the extent this document conflicts with the Website or any other document, including but not limited to the White Paper, this document prevails. If Parties have signed ECA, the ECA prevails.

Xetion AG has the right to enter into agreement with any Acquirers on special conditions (including commercial conditions) which may be different from those stipulated in this Terms.

## **ANNEX A - Risks related to the acquisition, possession and use of XET Tokens**

**Participating in the TGE carries significant financial risk. The risks presented and listed herein are to no extent exhaustive. In addition to the risks included in this Annex, there are other non-listed, unknown, unanticipated and unforeseeable risks associated with your acquisition, possession, and use of XET Tokens and the Project in general. Xetion AG expressly disclaims any and all responsibility for any loss or damage of any kind whatsoever arising directly or indirectly from or in relation to any such risks, whether or not described in this Annex.**

**Each Acquirer acknowledges and accepts peruse, comprehend and consider carefully the risks described below in addition to the other information stated herein before deciding to participate in the TGE.**

### **Risk of Losing Access to XET Tokens Due to Loss of Private Key(s), Custodial Error or your Error**

You will use your own account (hereinafter Address) on the network, with a private key associated with this Address and a password. This password is used to encrypt your private key. XET Tokens will be transferred to your Address. You understand and accept that you must keep this password and private key safe. You further understand and accept that, if your private key, backup seed and/or password is lost or stolen, you will not be able to generate a new password or recover your private key. You understand and accept that, if you lose your private key and password and/ or your backup seed, the XET Tokens associated with the Address cannot be recovered and will be in any case most likely be permanently lost.

### **Risk of Incompatible Wallet**

You understand and accept that you will transfer accepted fiat or crypto currencies to Accounts and Wallets specified and will receive XET tokens to your XET Wallet in return. Most importantly, you understand and accept that, you have control over the private key(s) corresponding to the address from which your transfer is being sent. You understand and accept that failure to be so may result in you not gaining access to your acquired XET Tokens.

### **Risk of Mining Attacks**

You understand and accept that the blockchain used for the Project is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Every successful attack constitutes a risk to the Project, to the expected proper execution and sequencing of token transactions, and to the expected proper execution and sequencing of contract computations.

### **Risk of Hacking and Security Weaknesses**

You understand and accept that, third parties may attempt to maliciously interfere with the Project, the XET Tokens and/or the through the TGE collected funds in a variety of

ways, which may have material adverse consequences on XET Tokens, the Project and which may result in theft or loss of XET Tokens and which may impact Xetion AG's ability to develop the Project.

You furthermore understand and accept that the Project, the underlying software applications and software platform may be exposed to attacks by malicious third parties which could result in theft or loss of your XET Tokens, or alternatively XET Tokens and/or funds owned by Xetion AG and therefore negatively affecting Xetion AG's ability to develop the Project.

### **Risk of Similar Projects**

You understand and accept that, it is possible that third parties may utilise or develop the same or similar code and protocol underlying the Project and attempt to replicate, duplicate or mimic the Project. You understand and accept that, such an action could negatively impact the Project and XET Tokens, including but not limited to the value and utility of XET Tokens.

### **Risk of limited operating history**

Xetion AG has a limited operating history in a new emerging industry, in its very early stage of development, that may not develop as expected.

### **Risks Associated With Markets for XET Tokens**

Neither Xetion AG nor the Project will or intends to provide, facilitate or guarantee any sale and purchase mechanism or valuation for XET Tokens. Any third-party exchange mechanisms or exchange platforms may be new and unproven, subject to little or no regulatory oversight, and more susceptible to fraud or manipulation.

Any third-party valuations may be extremely volatile and change to zero.

The market price of XET Tokens could drop and you could suffer economic losses.

### **Liquidity**

XET Token is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. The circulation and trading of XET Tokens on secondary markets are not what Xetion AG is responsible for or pursues. Trading of XET Tokens merely depends on the consensus on its value between the relevant market participants.

Nobody is obliged to redeem or purchase any XET Tokens from you. Nor does anyone guarantee the liquidity or market price of XET Token to any extent at any time.

### **Risks Associated With Software Weakness**

You understand and accept that the underlying software application and software platform for XET Tokens and the blockchain and Project are still in an early development stage. As such, XET Tokens are subject to technical advances which could present risks to XET Tokens and the Project. There are no guarantees that the creation of Tokens will be uninterrupted or error-free, and you understand and accept that the software can contain weaknesses, vulnerabilities or bugs, resulting in complete loss of Tokens.



## **Regulatory Measures**

You understand and accept that blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations to, or introduce new regulations applicable to, blockchain technology based applications (e.g. KYC/AML regulations, data protection laws, etc.), which may make the current configuration of the Project untenable and/or illegal and which may, inter alia, result in substantial modifications of the Project, including its termination and the loss of XET Tokens.

## **Risk of Abandonment / Lack of Success and Risk of Dissolution of Xetion AG**

You understand and accept that the creation and issue of XET Tokens and the development of the Project 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 competing projects). You therefore understand and accept that there is no assurance or warranty that, even if the Project is partially or fully developed and launched, you will be able to use the XET Tokens that you hold.

In addition, you understand and accept that following abandonment of the Project it may no longer be viable for Xetion AG to operate and that it therefore may dissolve voluntarily.

## **Risks Arising From Taxation**

You understand and accept that, you are solely responsible for complying with any tax laws, regulations and mechanics applicable on the acquisition, possession and use of XET Tokens. Your acquisition, possession and use of XET Tokens, may result in (adverse) tax consequences to you, including but not limited to withholding taxes, income taxes and tax reporting requirements, under your sole responsibility. You therefore must seek your own tax advice.

## **Risks Arising From Funding in other Crypto Tokens and Crypto Currencies**

You understand and accept that, unfavorable fluctuations in the value of other Crypto Tokens or Crypto Currencies during or after this TGE, may result in Xetion AG not being able to further fund or continue the Project, or not in the manner that it was originally envisaged.

## **Risks Arising From Cryptography**

You understand and accept that, cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including XET Tokens. This could result in the theft, loss, disappearance, destruction or devaluation of XET Tokens held by any person. To a reasonable extent, the Xetion AG will be prepared to take proactive or remedial steps to update the protocol underlying XET Tokens in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. The future of cryptography or security innovations is unpredictable while Xetion AG will try its best to accommodate the continuing changes in the domains of cryptography and security. Xetion AG

## ANNEX B – XET TGE

The exact calculations and details for the TGE of Xetion AG are to be announced and have not yet been publicly released by Xetion AG.