

## Terms and Conditions of the Common Wealth Token Sale and Use

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE CAREFULLY BEFORE PURCHASING ONE OR MORE WLTH TOKENS. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN.

### Whereas:

1. The following Terms and Conditions of Token Sale and Use (these “**Terms**”) form an agreement between Metamaster Dao Corp, a company incorporated with limited liability in the Republic of Panama, registered in the Panamanian Commercial register in sheet with number 1557220242, (the “**Company**” or “**We**” or “**Our**” or “**Us**”) and you, or the entity you represent, (“**You**” or the “**Purchaser**” or “**Your**”) and contain the terms and conditions for the purchase and use of a cryptographic ERC-20 standard token, running on the Ethereum blockchain, named the “Wealth Token”, with the symbol “WLTH”, which will have a total maximum supply of 1 billion (the “**Tokens**” or a “**Token**”) and, broadly speaking, is part of the Common Wealth decentralized system. You and the Company are each a “**Party**” and, together, the “**Parties**” to these Terms. This document describes the terms and conditions and is, in fact, the sale contract of the Token as well as set out Your rights as a Token holder.

2. The Company reserves the right to change these Terms, in its sole discretion, at any time without prior notice. Your continued ownership and use of the Tokens after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly. The Terms were last updated on February 21, 2024.

3. The Company and the Token are part, and have to be put in the context, of Common Wealth, a broader and structured decentralized autonomous system (“**DAS**”) aimed at enhancing the re-appropriation of values by individuals and investors according to the web 3.0 and the crypto ethos by substituting updated governance models with a system based on compliance with rules established in the automated processes and manages by software written and

deployed in the blockchain. We also encourage You to carefully read the Common Wealth whitepaper (the “White Paper”), available at the following link <https://manifesto.joincommonwealth.xyz/>.

4. The DAS is designed to be a self-sustaining, decentralized system but there are, of course, entities involved in DAS setup. These activities are known as “bootloader” activities (named after the program that gets a computer started). It’s important to note that “boot loader” activities are distinct from the activities of the DAS. In the case of the DAS, the entities responsible for the DAS boot loader activities, located in the Republic of Panama, are:

- Metamasters DAO Corporation (Company # 155720242), which issues the WLTH token; and
- Metamasters Foundation, which will maintain the Royalty Pool initially.

5. The DAS is powered by the Token and all non-investment financial transactions (rewards, staking, governance) are transacted in the Token and are subject to a 1% fee which is used to fuel the DAS community fund. The Token is used to:

- Pay transaction fees.
- Reduce platform carry fees on investment returns.
- Participate in fund and platform governance.
- Deploy investment funds into projects (community fund only).
- Pay contributors.
- Earn rewards for participation, learning and promotion.
- Earn passive income from Community Fund.

6. The Token is generated by a smart contract deployed on the Ethereum blockchain (the “**Smart Contract**”) and duly audited.

7. The Tokens can be purchased in DEXes CEXes or within IDO or can be given for free in specific special events or directly purchased by the website or the App. of the Company. However, please note that when You buy a Token from the Company website or from the Company app. You don’t connect directly with the Smart Contract but, through the widget, only with the smart contract of a DEX or CEX.

8. Prior to purchasing the Tokens, You should carefully read and be sure to have understood these Terms. If You have any questions regarding these Terms, please contact the Company at [hello@common-wealth.io](mailto:hello@common-wealth.io). If any of these Terms are unacceptable to You or You have some forms of mental reservation, please do not proceed to purchase the Tokens. We also strongly encourage You to consult with a lawyer, CPA, accountant and/or tax advisor before proceeding to purchase the Tokens.

9. The Tokens should be purchased only by individuals or companies that have significant experience with, and understanding of, the usage and functioning of the blockchain, cryptocurrencies and of the cryptographic tokens, especially Ethereum-based tokens. While the Company will always be available to answer to technical questions of the Purchaser of Tokens prior, during or after the purchase of the Tokens, the Company will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If You do not have such experience or expertise, then You should not purchase the Tokens.

10. As further described herein, by purchasing the Tokens, and to the extent permitted by law, You agree to not hold the Company or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of the Tokens, including losses associated with these Terms.

11. You acknowledge, understand and agree that:

- You are subject to and bound by these Terms by virtue of purchasing the Tokens independently from where (from which platform or vendor) You bought the Tokens.
- The Tokens do not confer any rights or privileges or advantages outside of what is expressly indicated and described to in these Terms.
- A purchase of Tokens is non-refundable and cannot be cancelled. If You qualify as a consumer under EU law please see Article 5 below.

- A purchase of Tokens involves many, varied risks which can result in the loss of all monies paid and all funds invested.
- The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.
- The Tokens are not backed by any physical item or other assets which a Purchaser would have any rights or access to.
- Certain persons, including persons who committed to purchasing Tokens earlier than You, may receive more Tokens from the Company for the same amount paid. For the avoidance of doubt, the Company may, at its sole discretion and without prior consultation, offer Tokens at any price and/or on any terms that it deems reasonable or advantageous in the circumstances.

12. NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY THESE TOKENS.

13. FURTHERMORE YOU ACKNOWLEDGE THAT YOU DIRECTLY SOLICITED THE COMPANY OR THE DEX OR THE CEX TO PURCHASE THESE TOKENS AND THERE HAS NOT BEEN ANY SOLICITATION, WHETHER DIRECT OR INDIRECT, BY THE COMPANY OR ITS EMPLOYEES, AGENTS, PARTNERS OR AFFILIATED ENTITIES FOR PURCHASING THE TOKENS.

14. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

**You agree to buy the Tokens in accordance with the following terms:**

## **1. Acceptance of the Terms and representations**

### 1.1 Acceptance

These Terms shall be effective and binding on all Parties upon You purchasing or obtaining the Tokens, independently from where and from which subject or platform or vendor and whether within an IDO or in the secondary market or whether You receive them as a donation, as a gift, or during an airdrop or a transfer of tokens with or without consideration.

### 1.2 Repository of the Terms

These Terms are contained and always accessible at the Company repository where are accessible and can be downloaded at any time.

### 1.3 Representations

By purchasing or obtaining the ownership of one or more Tokens You covenant, agree, represent, and warrant to the Company as of the time of Your purchase that:

- If You are an individual, You are 18 years of age or older, if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction.
- If You are an entity, the individual agreeing to the Terms has the legal authority to bind the entity.
- You have read, understood, and are in full compliance with these Terms and You understand that, by purchasing, or otherwise receiving, a Token, You are accepting all of the terms and conditions set forth herein.
- You understand that the Company, its members, directors, officers, employees, or agents have not provided You with any advice on whether the Token is a suitable token for You and have not solicited You to purchase the Token but, on the contrary, You have solicited them or a DEX or CEX or re-seller on the secondary market to purchase the Token.
- You are not relying on any representations or statements made or information supplied by or on behalf of the Company other than information contained in these Terms.

- If (a) You are an individual, You agree on Your own behalf that You ARE NOT and (b) if You are an entity, You agree that neither the entity nor any of Your owners or investors or any of their directors, officers, employees, agents or affiliates acting on Your behalf IS NOT:
  - (i) related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control (“**OFAC**”), or any persons who are named on any list of sanctioned individuals or entities included in the United Nations or in the European Union or in the United Kingdom list of sanctioned (economic as well as non-economic sanctions) countries and entities;
  - (ii) prohibited (or has ever been prohibited) from any economic transaction pursuant to U.S., European Union and any other applicable anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and
  - (iii) resident in a country or jurisdiction under a U.S. embargo enforced by OFAC or an embargo enforced by the United Nations, the European Union or the United Kingdom (“**Restricted Parties**”).
  - Restricted jurisdictions include - the United States of America (including its territories), Canada, Democratic People’s Republic of Korea, Cuba, Syria, Iran, Sudan, Russia, Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions of Ukraine, Crimea, People’s Republic of China, Bahamas, Belarus, Botswana, Burundi, Cambodia, Central African Republic, The Democratic Republic of the Congo, Côte d’Ivoire, Cuba, Ethiopia, Ghana, Islamic Republic of Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Pakistan, Panama, Somalia, South Sudan, Sri Lanka, Sudan, Syrian Arab Republic, Trinidad and Tobago, Tunisia, Bolivarian Republic of Venezuela, Yemen, and Zimbabwe.
- You have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens.

- You have obtained sufficient information about the Tokens, the Company, to make an informed decision to purchase the Tokens and have otherwise had opportunity to contact the Company at [hello@common-wealth.io](mailto:hello@common-wealth.io) with any questions regarding purchasing the Tokens.
- You are acquiring the Tokens solely for Your own account and not as nominee or custodian for another person or entity and not as nominee or custodian for another person or entity; provided, however, that if You are an individual purchasing Tokens on behalf of any entity, You are authorized to 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 (references to "You" and similar expressions in these Terms refer to You and such entity, jointly).
- You are legally permitted to purchase, receive, possess, and make use of Tokens in Your relevant jurisdiction and You are not aware of any other legal reason to prevent You from obtaining the Tokens.
- You are not
  - (i) a citizen, resident (tax or otherwise), or a citizen or resident of Panama
  - (ii) a citizen or resident of a geographic area in which purchase, access to, or use of the Token is prohibited by applicable law, decree, regulation, treaty, or administrative act, or
  - (iii) a citizen or resident of, or located in, a geographic area that is subject to U.S. law You agree that if Your country of residence or other circumstances change such that the representations in this clause are no longer accurate, You will immediately cease the use of the token and/or You will immediately sell it in the secondary market.
- You understand and agree that the Company cannot be identified with the DAS nor with any members or worker or subject acting within or for the DAS.
- You understand that Your purchase of Tokens does not involve the purchase or receipt of shares, ownership, or any equivalent in any existing or future public or private company, corporation, or other legal entity in any jurisdiction.

- You agree that Your purchase of Tokens hereunder was not made using funds stemming from illegal or unethical activities or sources, and You are not purchasing or using Tokens for any illegal purpose, and will not use Tokens for any illegal purpose.
- You waive any right that You may have, or obtain in the future, to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of Tokens.
- You will comply with any applicable tax obligations in Your jurisdiction arising from Your purchase of Tokens, and You accept that You bear sole responsibility for determining the tax implications, if any, relating to (i) the purchasing, allocation, use or ownership of Tokens, (ii) the potential appreciation or depreciation in the value of Tokens over time, if any, (iii) the sale and purchase of Tokens, and (iv) any other action or transaction related to Tokens.
- You have understood and agree that the rights conferred by the Token are subject to lawful possession of the Token. In the event that the Token is unlawfully owned or possessed, or there is a suspicion that the Token is unlawfully owned or possessed, all rights associated with such ownership or possession shall be immediately suspended until lawful ownership or possession is established. The Company reserves the right in its sole discretion to rely on any information, notice or external suggestion to determine whether or not there is unlawful ownership or possession or a suspicion of unlawful ownership or possession.
- You have understood and agree that the rights conferred by the Token are subject to Your lawful ownership of at least one Token and that, once and if You will have sold or transferred all Tokens in Your wallet, You will no longer be able to exercise Your rights as indicated in these Terms and in following Article 3.
- You have understood and agree that Your purchase of Tokens is final. You cannot cancel the purchase and Your purchase cannot be refunded, except as provided in these Terms or as may be required by applicable law.
- You have understood and agree that the Company reserves the right to change these Terms, in its sole discretion, at any time without prior notice.



## **2. Rights conferred by the Tokens**

The lawful holders of one or more Token have the exclusive rights to access and make use of the DAS on better terms than the subjects not holding a Token. This is especially related to the tech and the software which the DAS has implemented or will implement and release in the future, which is to say to enjoy a discount in the payment of royalties to the DAS for the use of the tech and/or the software developed or administered by the DAS. The specific details of the rights and the privileges conferred by the ownership of the Token will change through time and will be here indicated in the future versions of these Terms.

## **3. Force Majeure**

The Company is not liable for failure to perform caused by unavoidable casualty, delays in delivery of materials, embargoes, government or regulatory orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), acts of terrorism, security issues arising from the technology used, failure of Ethereum or other similar platform, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all.

## **4. Disclaimers, Limitations of Liability, and Indemnification**

### **4.1 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

YOUR ACCESS TO AND USE OF THE TOKEN IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITY HOLDERS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE TOKENS. THE COMPANY MAKES NO WARRANTY

OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY, INCLUDING CYBERSECURITY OF THE SMART CONTRACT GENERATING THE TOKENS, OR RELIABILITY OF THE TOKENS; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE TOKENS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE TOKENS.

#### 4.2 LIMITED LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY BE LIABLE EXCEPT TO THE EXTENT THAT A COURT OR AN ARBITRATOR OF COMPETENT JURISDICTION DETERMINES THAT GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD COMMITTED BY THE COMPANY WAS THE PRIMARY CAUSE OF ANY LOSS TO YOU.

#### 4.3 COMPENSATION

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE TOKEN), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE TOKENS OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE TOKENS. THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) US DOLLARS 1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR TOKEN. SOME

JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

#### 4.4 SUBJECTIVE VALUE OF THE TOKEN

THE VALUE OF THE TOKEN IS SUBJECTIVE, HAVE NO INHERENT VALUE AND THEREFORE CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE TOKENS.

#### 4.5 NATURE OF THIS ARTICLE

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN OF THIS AGREEMENT

#### 4.6 Indemnification

By entering into these Terms and purchasing or accepting the transfer of one or more Tokens, You agree that You shall defend, indemnify and hold the Company harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company arising out of or in connection with: (i) Your violation or breach of any term of these Terms or any applicable law or regulation; (ii) Your violation of any rights of any third party; (iii) Your access to or use of the Token; or (iv) any fraud, negligence or wilful misconduct committed by You.

### **5. Right of Withdrawal for EU consumer clients**

If You are a resident in the European Union and a consumer, pursuant to the notion contained in Article 1 of European Union Directive 2011/83 ("consumer means any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business, craft or profession"), and You are based in the European Union You hereby expressly consent to lose Your right of withdrawal, pursuant to Article 16, letter m, of European Union Directive 2011/83 (as implemented in each Member State) as this is a contract for the supply of digital content which is not supplied on a tangible medium. Hereby, You irrevocably provide Your express consent to begin the performance during the right of withdrawal.

### **6. Trademark and IP**

Nothing in these Terms is meant to grant You any rights to any logos, trademarks, service marks, and trade dress associated with the Company, the Tokens or the DAS (“**Trademark**” or “**Trademarks**”). Unless You have Our prior written approval, You may not use any Trademarks for any use that would require a license from Us, including to register any domain names or social media accounts using any Trademarks or to advertise or promote any other products or services.

## **7. Future migration of the Tokens**

The Tokens are being created as ERC-20 standard compliant tokens on the Ethereum blockchain protocol. We reserve the right to migrate the Ethereum-based Tokens (the “Pre-existing Tokens”) to another protocol and to generate replacement Tokens on the new protocol (the “Replacement Tokens”) in the future, should We determine, in our sole discretion, that doing so is necessary or useful. Should We decide to migrate the Tokens, We may no longer provide support for the Pre-existing Tokens or any other operational matters, except with respect to the migration process. If the Tokens are migrated to another protocol, the practical utility and the value of the Pre-existing Tokens will likely diminish rapidly once Replacement Tokens are created and in use by a significant portion of participants. You acknowledge and agree that for You to continue to participate in the DAS or to obtain utility from the Tokens You may need to convert the Tokens You receive to Replacement Tokens in the future.

## **8. Anti-Money Laundering**

You represent and warrant to the Company that:

- You are not a Restricted Party (as defined in Article 1.3).
- No person or entity that controls, is controlled by or under common control with You is a Restricted Party;
- To the extent that You have any Beneficial Owners:
  - You have carried out thorough due diligence to establish the identities of those Beneficial Owners;
  - Based on that due diligence, You reasonably believe that no Beneficial Owner is a Restricted Party;

- o You hold the evidence of those identities and status and will maintain all of that evidence for at least five years from the date of Your sale or transfer of your Tokens.
- o You will make available that evidence and any additional evidence that the Company may require upon request in accordance with applicable regulations.

## **9. Miscellaneous**

### **9.1 Entire Agreement**

These Terms constitutes the entire and exclusive understanding and agreement between the Company and You regarding the Token and supersedes and replaces any and all prior oral or written understandings or agreements between the Company and You regarding the Token. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Any purported assignment by You in violation of these Terms will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **9.2 Amendments and updates of the Terms**

The Company reserves the right to change these Terms, in its sole discretion, at any time without prior notice. Your continued ownership and use of the Tokens after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly. If You don't agree with any new version of these Terms or any modification or updates herein You have to immediately sell or transfer the Tokens. The Terms were last updated on February 21, 2024.

### **9.3 Governing Law**

These Terms and any action related thereto will be governed by the laws of the Republic of Panama, without regard to its conflict of laws provisions.

### **9.4 Waiver of class-action**

Any dispute arising out of or related to these Terms is personal to Purchaser and the Company and will not be brought as a class arbitration, class action or

any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

#### 9.6 Mediation and Arbitration

Disputes related to this Terms shall be first submitted to mediation. The terms and procedure for mediation shall be arranged by the Parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained, all disputes arising out of or in connection with the present Agreement shall be only finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published. The arbitrators shall apply the governing law of this Agreement pursuant to Article 7.2. The language of the arbitration will be English. This clause will prevail over any other clause or principles of law which may establish a different jurisdiction for the disputes arising out of this Agreement.

Last updated on 22nd May 2024.