The HUMANIQ CONTRIBUTION Terms

Preamble

The HUMANIQ PROJECT is a project led by Humaniq S.à r.l. ("HUMANIQ") as a workshop to build an open source free of use blockchain ecosystem and free end-user applications, based on the Ethereum platform.

Please note that this document does not constitute a prospectus of any sort, it is not a solicitation for investment or an initial public offering or share/equity offering and it does not pertain in any way to an offering of securities in any jurisdiction.

The contribution to the HUMANIQ PROJECT does not involve the exchange of cryptocurrencies for any form of ordinary shares in HUMANIQ, neither does the HUMANIQ TOKEN holder is entitled to any form of dividend or other guaranteed revenue right. HUMANIQ TOKEN shall only provide their holder – if and to the extent the HUMANIQ is successfully developed and deployed – the ability to use it in the HUMANIQ OPEN SOURCE SOFTWARE (usage license) as digital means of exchange.

The contribution to the HUMANIQ PROJECT provided by third part CONTRIBUTION PROVIDER.

Definitions

- HUMANIQ shall mean HUMANIQ S.À R.L., HUMANIQ OPEN SOURCE SOFTWARE development company.

- HUMANIQ PROJECT shall mean the development of an open source Ethereum based blockchain platform and applications as outlined in the whitepaper (https://humaniq.co/assets/downloads/humaniq_wp_english.pdf) for empowering emerging economies of countries with significant level of unbanked population.

- DEVELOPMENT COMPLETION or HUMANIQ deployment, shall mean the final deployment of the HUMANIQ to a live network such as a Blockchain network upon which any and all responsibility such as maintenance, further development and governance will be given to the TOKENHOLDERS.

- HUMANIQ will retain no special privilege, right or obligation other than its TOKENHOLDER function in the HUMANIQ blockchain itself.

- HUMANIQ TOKEN (or TOKEN or HMQ TOKEN or HMQ) shall mean the cryptographic tokens which are held on the Ethereum Blockchain. Contributors to HUMANIQ PROJECT will receive HUMANIQ TOKEN. Once the HUMANIQ is successfully deployed, TOKEN shall be the cryptographic tokens which represent a digital means of exchange in the Humaniq blockchain network deployed using HUMANIQ OPEN SOURCE SOFTWARE and applications.

- CONTRIBUTION PERIOD shall mean the time period of four weeks starting on April 6 of 2017 in which contributors to HUMANIQ may receive HMQ through the CONTRIBUTION SMART CONTRACT SYSTEM.

- CONTRIBUTION SMART CONTRACT SYSTEM (or SMART-CONTRACT SYSTEM) shall mean the SMART CONTRACT deployed and used for the HUMANIQ contribution and existing on the Ethereum blockchain at 0xDf2b47C4A9B735502E41eC6fE386A6B9eaD7d38B address.

- CONTRIBUTION PROVIDER shall mean the legal entity that performs and supports contribution process on behalf of HUMANIQ and shall mean MANAR INDUSTRIES Ltd.

- TOKENHOLDERS shall mean the community of holders of HMQ TOKEN.

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1.   Executive Summary

1.1.   General Information

About the HUMANIQ PROJECT

The development of an open source blockchain platform and end-user applications, referred to as HUMANIQ, for empowering emerging economies of countries with high level of unbanked population. Initially based on Ethereum with a view to be deployable on further Blockchains as well.

About the HUMANIQ OPEN SOURCE SOFTWARE

The HUMANIQ OPEN SOURCE SOFTWARE is a blockchain platform for empowering emerging economies of countries with high level of unbanked population as described in whitepaper (https://humaniq.co/assets/downloads/humaniq_wp_english.pdf) developed by HUMANIQ.

Jurisdiction of CONTRIBUTION SMART CONTRACT SYSTEM: Republic of Seychelles.

CONTRIBUTION PROVIDER: Manar Industries Limited, registered address: Office 14, Trinity House, Victoria Mahe, Seychelles.

Symbol of HUMANIQ TOKEN: HMQ

Functionality of the HMQ TOKEN: HMQ TOKEN represents a digital means of exchange and limited usage right (usage license) to the HUMANIQ OPEN SOURCE SOFTWARE (if successfully developed and released). HMQ TOKEN does not represent any ownership right, stake, share, security or right to receive future revenues from HUMANIQ and/or the HUMANIQ PROJECT.

Inflation amount on HMQ TOKEN after deployment of the HUMANIQ OPEN SOURCE SOFTWARE.

After deployment of the HUMANIQ OPEN SOURCE SOFTWARE, an initial inflation will be set by issuing at least 100 HMQ to each registered user in HUMANIQ SOFTWARE but totally limited to x5 value from HMQ TOKEN amount issued during CONTRIBUTION PERIODS.

HUMANIQ does not warrant that the TOKENHOLDERS will not change the inflation mechanism of the HUMANIQ OPEN SOURCE SOFTWARE as deployed by HUMANIQ. The purpose of the inflation is to incentivize development of modules and essentially incentivize future development and growing user base.

Minimum contribution amount per user: 1 ETH/0,01 BTC

Maximum contribution per User: Not limited

Use and allocation of contributed funds (ETH)

The Ether (ETH) contributed to the CONTRIBUTION SMART CONTRACT SYSTEM will end up in a multi-signature wallet held and controlled by HUMANIQ.

HUMANIQ shall use the funds to complete the deployment of the HUMANIQ OPEN SOURCE SOFTWARE as per the specifications document. It remains in HUMANIQ's sole discretion to decide how to allocate the Ether (ETH) in order to conduct the development tasks assigned to HUMANIQ as part of the execution of the HUMANIQ PROJECT.

Reach of maximum HMQ amount

If the maximal HMQ TOKEN amount in any CONTRIBUTION PERIOD is reached, the CONTRIBUTION SMART CONTRACT SYSTEM will automatically stop accepting Ether and Bitcoins (ETH & BTC) and the

CONTRIBUTION PERIOD will terminate as expected (three weeks after the 2017, April 6th start date till 27th of April).

Warnings / Risks: The User understands and accepts the risks as set forth in the Terms (Section 12).

Initial CONTRIBUTION PERIOD: Start of Initial CONTRIBUTION PERIOD: 6 of April, 2017

Duration of Initial CONTRIBUTION PERIOD: 3 weeks till 27th of April.

CONTRIBUTION CAP: There is no maximum amount of HMQ TOKEN which can be created in the Initial CONTRIBUTION PERIOD.

Maximum amount of HMQ TOKEN to be created for the public (Pool A): There is no maximum limited amount of HMQ TOKEN for Pool A (tradeable after end of the Initial CONTRIBUTION PERIOD).

HMQ TOKEN to third parties for public sale at the same price.

Maximum amount of HMQ TOKEN to be created for Founders, Humaniq Advisors and corporate partnerships (Pool B). There are 16.3% of the issued HMQ TOKENS for Pool B (tradeable after end of the Initial CONTRIBUTION PERIOD).

Total amount of tradable HMQ TOKEN to be created at discretion of HUMANIQ (Pool C):

There are x5 times value of the previously issued HMQ TOKENS for Pool C (tradeable after end of the Initial CONTRIBUTION PERIOD).

Pricing The Ether (ETH) price of HMQ TOKEN to be sold to the public (Pool A) will be set by HUMANIQ prior to the beginning of the Initial CONTRIBUTION PERIOD and is intended to be equivalent to approx. 0.03 USD per HMQ TOKEN.

2. Token Contribution Term Documentation

2.1. The following Token Contribution Term Documentation describes the contributions to the HUMANIQ PROJECT in return for HMQ TOKEN as specified in the SMART-CONTRACT SYSTEM. These Terms shall apply to all Users of HMQ TOKEN ("Users" collectively, and "User" individually) participating in the CONTRIBUTION process.

3. Main Principles

3.1. By transferring Ether (ETH) or Bitcoin (BTC)or BITCOIN (BTC) to the SMART-CONTRACT SYSTEM and the SMART-CONTRACT SYSTEM creating and assigning HMQ TOKEN to User, User confirms to understand and accept that User makes a contribution into a SMART-CONTRACT SYSTEM for the development of software, in particular the HUMANIQ OPEN SOURCE SOFTWARE and the respective IP rights, including security audits, marketing & communication and research activities related to the development of the HUMANIQ OPEN SOURCE SOFTWARE (together "HUMANIQ PROJECT").

3.2. User further confirms to understand and accept that while the individuals and entities assigned to this task, in particular HUMANIQ and its subcontractors, will make reasonable efforts to develop and complete the HUMANIQ PROJECT, it is possible that such development may partially or fully fail and User's HMQ TOKEN become useless-and/or valueless due to technical, commercial, regulatory or any other reasons (see also Section 12 regarding risks).

3.2. User is also aware of the risk that even if all or parts of the HUMANIQ OPEN SOURCE SOFTWARE are successfully developed and released in full or in parts, due to a lack of public interest, the HUMANIQ PROJECT could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest or other reasons. User therefore confirms to understand and accept that the transfer of Ether (ETH) to the SMART-CONTRACT SYSTEM and the creation of HMQ TOKEN carries significant

financial and/or regulatory risks (including the complete loss of the contributed Ether (ETH) or the loss of any value or functionality of allocated HMQ TOKEN). By transferring Ether (ETH) or Bitcoin (BTC) to the SMART-CONTRACT SYSTEM, User expressly agrees to all of the terms and conditions set forth in SMART-CONTRACT SYSTEM (existing on the Ethereum blockchain 0xDf2b47C4A9B735502E41eC6fE386A6B9eaD7d38B and in this document (together the "Terms"). User further confirms to have carefully reviewed the SMART-CONTRACT SYSTEM's Code and the terms and conditions set forth in this document and fully understands the risks and costs of participating in contribution and contributing Ether (ETH) into the SMART-CONTRACT SYSTEM for the development of the HUMANIQ PROJECT.

3.3. The User also understands and accepts that - as the creation of the HMQ TOKEN as well as the assignment of the development of the HUMANIQ PROJECT and the respective SOFTWARE to HUMANIQ are smart contract based - the functions, terms and conditions applicable thereon are set forth in the SMART-CONTRACT SYSTEM, existing on the Ethereum blockchain at the address set forth under para. 5. To the extent the terms contained herein or in any other document or communication contradict to the ones set forth in the SMART-CONTRACT SYSTEM, the Terms of the SMART-CONTRACT SYSTEM prevail. Furthermore, no other document or communication may modify or add any additional obligations or covenants to HUMANIQ or publisher of the Terms or developer of the SMART-CONTRACT SYSTEM's functions and/or any other person, entity and/or affiliates involved with the deployment of the SMART-CONTRACT SYSTEM and the setting up of HUMANIQ and/or the HUMANIQ OPEN SOURCE SOFTWARE beyond those set forth in the SMART-CONTRACT SYSTEM or in this document.

3.4. This document does not constitute a prospectus of any sort, it is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a smart contract.

4. Token Contribution and HMQ TOKEN

4.1. Usage License; No Ownership, Revenue or Governance Rights. Ownership of HMQ TOKEN carries no rights express or implied other than a limited right (license) to use the HUMANIQ OPEN SOURCE SOFTWARE and digital means of exchange in the Humaniq Blockchain network, if and to the extent the HUMANIQ OPEN SOURCE SOFTWARE has been successfully completed and deployed.

4.2. No Ownership, Revenue or Governance Rights: In particular, User understands and accepts that HMQ TOKEN do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues shares or any other form of participation or governance right in or relating to the HUMANIQ PROJECT (i.e. the HUMANIQ OPEN SOURCE SOFTWARE) and/or HUMANIQ.

5. General Contribution Principles

5.1. Contribution Periods: There will be Initial CONTRIBUTION PERIOD for 3 Weeks (06.04-27.04.2017).

5.2. Minimal / Maximal contribution amounts per User: No minimal or maximal contribution

amounts per User are inbuilt in the SMART-CONTRACT SYSTEM. HUMANIQ reserves the right to place a cap on the number of HMQ TOKEN that can be created by each User prior to or during CONTRIBUTION PERIOD.

5.3. There no maximum cap for HMQ TOKEN can be issued by the SMART-CONTRACT SYSTEM during the Initial CONTRIBUTION PERIOD.

5.4. Creation and Allocation of HMQ TOKENS: The creation of the HMQ TOKEN will be conducted through the SMART-CONTRACT SYSTEM. All HMQ TOKEN are equal in their respective functionality.

Pool A: Once the SMART-CONTRACT SYSTEM receives Ether (ETH), it creates and allocates the amount of HMQ TOKEN corresponding to the Ether (ETH) amount transferred by User at the Price implemented in the SMART-CONTRACT SYSTEM to the User's wallet address from where the Ether (ETH) were sent from. Pool A HMQ TOKEN become transferable after the end of the 3rd week of Initial CONTRIBUTION PERIOD.

Pool B and C: The creation and allocation of the HMQ TOKEN will be conducted through the SMART-CONTRACT SYSTEM at deployment and as specified in the SMART-CONTRACT SYSTEM.

5.5. No Refund: The User understands and accepts that all contributions are final and may not be reversed. Contributions are non-refundable. By transferring Ether (ETH) or Bitcoin (BTC) to the

SMART-CONTRACT SYSTEM, the User acknowledges that he has no right to request a refund for any reason, and that the User will not receive money or other compensation for any HMQ TOKEN that is not used or remains unused.

5.6. Assure to use the original SMART-CONTRACT SYSTEM: Only the SMART-CONTRACT SYSTEM existing at the address set forth under para 5 will create and allocate HMQ TOKEN during the CONTRIBUTION PERIODS. Access to this SMART-CONTRACT SYSTEM will be available through the HUMANIQ website. To the extent that any third-party website, service or smart-contracts offers HMQ TOKEN during the CONTRIBUTION PERIOD or facilitates the sale or transfer of HMQ TOKEN in any way during the CONTRIBUTION PERIOD, such third-party websites or services are, unless explicitly mentioned on the HUMANIQ website, not authorized by HUMANIQ and have no relationship in any way with HUMANIQ.

5.7. Contribution Freeze: During Contribution Period, HUMANIQ may at any time stop the contribution function for security reasons. As long as HUMANIQ upholds such contribution freeze, no further contribution will be possible. The CONTRIBUTION PERIOD is not extended for the duration of such contribution freeze.

6. Initial CONTRIBUTION PERIOD

6.1. Start Date: The Initial CONTRIBUTION PERIOD will start April 6, 2017.

6.2. Contribution Cap: During the Initial CONTRIBUTION PERIOD, there no maximal amount of HMQ TOKENS may be contributed.

6.3. There is no maximum or limited Amount of HMQ TOKEN: During the Initial CONTRIBUTION PERIOD, HMQ TOKEN can be issued without limits on demand of contributors (Users). Out of these, there no limits for issuing HMQ TOKEN out of Pool A are assigned to the Users making contributions during the CONTRIBUTION PERIODS, as further set forth below:

6.3.1. Pool A. No limits for HMQ TOKEN to be allocated to Users having made contributions to the SMART-CONTRACT SYSTEM as part of the Initial CONTRIBUTION PERIOD. Once the SMART-CONTRACT SYSTEM receives Ether (ETH), it creates and allocates the amount of HMQ TOKEN corresponding to the Ether (ETH) amount transferred by User at the Price implemented in the SMART-CONTRACT SYSTEM to the User's wallet address from where the Ether (ETH) were sent from. These HMQ TOKEN become transferrable at the end of the CONTRIBUTION PERIOD.

6.3.2. Pool B consisting of 16.3% of the previously issued HMQ TOKEN to be allocated to Early Project Supporters (i.e. founders, advisors, corporate partners, ambassadors and specialists) of the HUMANIQ PROJECT: Upon deployment, the SMART-CONTRACT SYSTEM will directly create and allocate 16,3% of previously issued HMQ TOKENS to Early Project Supporters for their financial and other contributions to the HUMANIQ PROJECT made in the past and as set forth in the SMART-CONTRACT SYSTEM.

6.3.3. Pool C is limited to x5 times value of total amount of the previously issued HMQ TOKEN to be allocated to HUMANIQ: Upon deployment, the SMART-CONTRACT SYSTEM will directly create and allocate X5 value to total amount of previously issued HMQ TOKENS to a public address controlled by HUMANIQ as set forth in the SMART-CONTRACT SYSTEM. The HMQ TOKEN in Pool C shall be used in the sole discretion of HUMANIQ to cover the costs for future bounty campaigns, network adoptions, user base growing via issuing at least 100 HMQ to every new registered user in Humaniq network and/or other projects that serve to market, maintain or further develop the HUMANIQ PROJECT.

6.3.4. Maximal Amount of HMQ TOKEN: In the course of initial CONTRIBUTION PERIOD, The SMART-CONTRACT SYSTEM may create unlimited HMQ TOKEN throughout time limits of CONTRIBUTION PERIOD.

7. Pricing

7.1. The Price of HMQ TOKEN will be set by HUMANIQ prior to the beginning of CONTRIBUTION PERIOD and may contain an increasing price mechanism. Pricing details are located at https://my.humaniq.co

8. HUMANIQ PROJECT Development

8.1 Principles

8.1.1. The User understands and accepts that further development and completion of the HUMANIQ PROJECT (development, security, documentation, usability and applicability) will be assigned by the SMART-CONTRACT SYSTEM via CONTRIBUTION PROVIDER to HUMANIQ. HUMANIQ has the right to engage subcontractors (developers) to perform the entire or partial development of the HUMANIQ PROJECT and establishing an CONTRIBUTION PERIOD.

8.1.2. The User understands and accepts that for the purpose of the development of the HUMANIQ PROJECT, HUMANIQ receives remuneration in the amount of the Tokens in Pool C as well as the full amount of Ether (ETH) contributed during the CONTRIBUTION PERIOD. For this purpose, the SMART-CONTRACT SYSTEM will assign all Ether (ETH) contributions and HMQ TOKEN to a wallet address(es) controlled by HUMANIQ. It remains in HUMANIQ's sole discretion to decide how to allocate Ether (ETH) contributions and HMQ TOKEN in order to conduct the development work assigned to HUMANIQ. It also remains in HUMANIQ's sole discretion to decide how much of these Ether (ETH) contributions and HMQ TOKEN shall be used to remunerate its subcontractors. The User understands and accepts that the scope of the development of the HUMANIQ PROJECT and the works of HUMANIQ (and its subcontractors to the extent HUMANIQ engages subcontractors) will be subject to the amount of Ether (ETH) received during the CONTRIBUTION PERIODS. If insufficient Ether (ETH) is being contributed in either CONTRIBUTION PERIOD, HUMANIQ may decide to only partially develop the HUMANIQ PROJECT or to abandon the HUMANIQ PROJECT, which could have the consequence that HMQ TOKEN become useless and/or valueless (see also Section 12 regarding risks).

9. Development of HUMANIQ OPEN SOURCE SOFTWARE

9.1. A prototype of the HUMANIQ OPEN SOURCE SOFTWARE applications has already been developed and will be open-sourced in April 2017. A website application has also been built in parallel for the SOFTWARE prototype. The HUMANIQ OPEN SOURCE SOFTWARE consists set of Modules with various user functionalities.

9.2. HUMANIQ will use Ether (ETH) transferred to the SMART-CONTRACT SYSTEM for the further development and completion of the HUMANIQ PROJECT (development, security, documentation, usability and applicability).

10. Deployment of the HUMANIQ OPEN SOURCE SOFTWARE

10.1 HMQ TOKEN Functionality

10.1.1 In the case that the HUMANIQ PROJECT is successfully developed, the usage of the HUMANIQ OPEN SOURCE SOFTWARE as deployed by HUMANIQ shall:

a. Be subject to the payment of HMQ TOKEN as a usage license fee;

b. Contain the usage right functionality (usage license) of the HMQ TOKEN as set forth under herein;

c. Contain changes to take additionally required HUMANIQ OPEN SOURCE SOFTWARE and/or HMQ TOKEN functionality into account.

d. Digital means of exchange

10.1.2 However, the User acknowledges and understands that, after DEVELOPMENT COMPLETION, it remains in the TOKENHOLDERS' discretion whether or not to adopt the smart contract proposals of the HUMANIQ OPEN SOURCE SOFTWARE and the functionality of HMQ TOKEN as deployed by HUMANIQ. The User acknowledges and understands that HUMANIQ may not warrant or assure that the TOKENHOLDERS will not change the functionality of the HMQ TOKEN and/or of the HUMANIQ OPEN SOURCE SOFTWARE as proposed by HUMANIQ (and set forth herein) and that such conduct could have the consequence that HMQ TOKEN become useless and/or valueless (see also Section 12 regarding risks).

10.1.3. HMQ TOKEN are only for use in connection with the HUMANIQ PROJECT under the Terms

of the respective smart contracts of the HUMANIQ OPEN SOURCE SOFTWARE to be deployed and only constitute a transferable representation of the functions inbuilt therein.

10.2 Inflation Mechanism

10.2.1. The User acknowledges and understands that, after DEVELOPMENT COMPLETION, the

HUMANIQ OPEN SOURCE SOFTWARE will have an implemented inflation mechanism. The initial inflation amount specified in the HUMANIQ OPEN SOURCE SOFTWARE will be set by HUMANIQ at an absolute maximum of x5 times the tokens issued during the CONTRIBUTION PERIODS. The purpose of the inflation mechanism is to incentivize future development and innovation within the HUMANIQ OPEN SOURCE SOFTWARE. Such inflation mechanism may lead to a dilution of a value, if any, and functionality of TOKEN.

10.2.2. However, after DEVELOPMENT COMPLETION, it may remain in the TOKENHOLDERS discretion to amend the inflation mechanism as deployed by HUMANIQ's chosen future governance system. HUMANIQ may not warrant or assure that the TOKENHOLDERS will not change the inflation mechanism of the HUMANIQ OPEN SOURCE SOFTWARE as deployed by HUMANIQ (and set forth herein).

11. Representations and Warranties of User

11.1 By transferring Ether (ETH) or Bitcoin (BTC) or Bitcoin (BTC) to the SMART-CONTRACT SYSTEM, User represents and warrants that:

a) User is not a citizen or resident of the United States of America;

b) User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, smart contracts, and blockchain-based software;

c) User has carefully reviewed the code of the SMART-CONTRACT SYSTEM located on the Ethereum blockchain at the addresses set forth under para 5 and fully understands and accepts the functions implemented therein;

d) User has carefully reviewed the content of this document and has understood and agrees with the terms and conditions contained herein;

e) User is legally permitted to create, receive, hold and use TOKENS in User's jurisdiction;

f) User will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the HMQ TOKEN. User understands and accepts, that failure to assure this may have the result that User will not gain access to his HMQ TOKENS.

g) User is legally permitted to receive software and contribute to the SMART-CONTRACT SYSTEM for the development of the HUMANIQ PROJECT;

h) User is of a sufficient age to legally create, receive, hold and use TOKEN;

i) User will take sole responsibility for any restrictions and risks associated with the creation, allocation, ownership and use of the TOKEN as set forth below;

j) User is not submitting Ether (ETH) or Bitcoin (BTC) to the SMART-CONTRACT SYSTEM to obtain TOKEN for the purpose of speculative investment;

k) User is not obtaining or using TOKEN for any illegal purposes;

l) User is obtaining TOKEN primarily to enable and support the development, testing, deployment and operation of the HUMANIQ OPEN SOURCE SOFTWARE and is aware of the commercial risks associated with User contribution;

m) User understands that a part of the TOKEN is pre-allocated as set forth under Section 2.3;

n) User waives the right to participate in a class action lawsuit or arbitration against any entity or individual involved with the HUMANIQ PROJECT and the contribution;

o) User understands that the creation and ownership of TOKEN does not involve the purchase of shares or security or equivalent rights or any right for receive future revenues shares or any other form of participation in or relating to the HUMANIQ PROJECT and/or the HUMANIQ OPEN SOURCE SOFTWARE and/or HUMANIQ;

p) or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

q) User understands that the transfer of Ether (ETH) to the SMART-CONTRACT SYSTEM, the creation, allocation, ownership and use of TOKEN and the development of the HUMANIQ PROJECT carries significant financial, regulatory and reputational risks as further set forth in this document;

r) User understands and expressly accepts that there is no warranty whatsoever on TOKENS, the SMART-CONTRACT SYSTEM and/or the success of the HUMANIQ PROJECT, expressed or implied, to the extent permitted by law, and that the SMART-CONTRACT SYSTEM is used and TOKEN are created and obtained at Users sole risk on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;

s) User understands that User other than set forth in the Terms, has no right against any other party to request any refund of the Ether (ETH) submitted to the SMART-CONTRACT SYSTEM under any circumstance;

t) User understands that TOKEN are not designed to form any form of currency, that no market liquidity may be guaranteed and that the value of TOKEN over time, if any, may experience extreme volatility or depreciate in full;

u) User understands that the User bears the sole responsibility to determine if the User's contribution to the SMART-CONTRACT SYSTEM for the development of the HUMANIQ PROJECT, the transfer of Ether (ETH) to the SMART-CONTRACT SYSTEM, the creation, allocation, ownership and use of TOKEN, the potential appreciation or depreciation in the value of TOKEN over time (if any), the sale and purchase of TOKEN and/or any other action or transaction related to the HUMANIQ PROJECT have tax implications for User; by creating, receiving, holding or using TOKEN, and to the extent permitted by law, User agrees not to hold any third party (including developers, HUMANIQ, the founders, early contributors and HUMANIQ's employees, officers, contractors of HUMANIQ, etc.) liable for any tax liability associated with or arising from the creation, allocation, ownership or use of TOKEN or any other action or transaction related to the HUMANIQ PROJECT.

12. Risks

12.1. User's Loss of the PASSWORD of the ETHEREUM ACCOUNT used to contribute will cause the loss of the created TOKEN

12.2. The User understands that if the PASSWORD and the private key is lost, the User will not be able to generate a new PASSWORD or recover his private keys. The User accepts that the loss of the PASSWORD and/or the private key will cause the permanent loss of the created TOKEN.

12.3. Unauthorized access by any party to a User's CONTRIBUTION PASSWORD along with access to the downloaded wallet, will enable that unauthorized party to access the created TOKEN and the TOKEN will be lost.

12.4. By creating, receiving, holding and using TOKEN, and to the extent permitted by applicable law, the User agrees not to hold any of HUMANIQ's parties, developer, or HUMANIQ itself liable for any losses arising out of, or in any way connected to, User's failure to properly secure and keep private the CONTRIBUTION PASSWORD and/or the private key.

12.5. Risks Associated with the Creation, Allocation, Ownership and Use of TOKEN.

The User understands and accepts the risks in connection with transferring Ether (ETH) or Bitcoin (BTC) to the SMART-CONTRACT SYSTEM and creating, receiving, holding and using TOKEN as exemplary set forth above and hereinafter. In particular, but not limited to, the User understands the inherent risks listed hereinafter.

12.6 Risk of Project Failure due to a Diminishment in the Value of the Ether (ETH). All Users acquiring TOKEN are transferring Ether (ETH) or Bitcoin (BTC)to the SMART-CONTRACT SYSTEM. The Ether (ETH) will be assigned to HUMANIQ to cover the future costs arising in connection with the development of the HUMANIQ OPEN SOURCE SOFTWARE. In the past, the value of Ether (ETH) has been very volatile. The User understands and accepts that it is possible that the value of Ether (ETH) will drop significantly in the future, depriving HUMANIQ of sufficient financial resources to continue to operate and continue to further develop the HUMANIQ PROJECT.

12.7 Risk of Losing Access to TOKEN

As noted above, TOKEN will be stored in a wallet, which can only be accessed with the CONTRIBUTION PASSWORD and a private key. The User understands and accepts that if his CONTRIBUTION PASSWORD respectively his private key got lost or stolen, the obtained Token associated with the User's wallet or CONTRIBUTION PASSWORD will be unrecoverable and will be permanently lost.

12.8 Risk of Unauthorized Access to a Downloaded Wallet. Any third party that gains access to the User's Contribution Email will be able to download the wallet file and potentially access the wallet by deciphering or cracking the User's CONTRIBUTION PASSWORD.

12.9 Risk of Regulatory Action in One or More Jurisdictions. Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract and which may, inter alia, impede or limit the development of the HUMANIQ PROJECT, resulting in substantial modifications of the HUMANIQ PROJECT, including its termination and the loss of TOKEN for the User.

12.10. Risk of alternative to HUMANIQ PROJECT Competitors. Following the launch, and the development of the initial version of the HUMANIQ PROJECT and User clients it is possible that alternative similar to HUMANIQ projects could be established, which utilize the same open source code and open source SOFTWARE underlying to the HUMANIQ PROJECT. The official HUMANIQ PROJECT may compete with these alternative project, which could potentially negatively impact the HUMANIQ PROJECT and TOKEN.

12.11 Risk of Insufficient Interest in the HUMANIQ or Distributed Applications. The User understands and accepts that It is possible that the HUMANIQ OPEN SOURCE SOFTWARE will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact the development of the HUMANIQ OPEN SOURCE SOFTWARE and potential uses of TOKEN. Therefore, the development of the HUMANIQ OPEN SOURCE SOFTWARE may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success, success of competitors or lack of prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the HUMANIQ OPEN SOURCE SOFTWARE is partially or fully developed and launched, the transfer of Ether (ETH) or Bitcoin (BTC) to the SMART-CONTRACT SYSTEM and the creation, allocation, ownership and use of TOKEN carries significant financial risks, including the complete loss of the contributed Ether (ETH) or the loss of any value or functionality of created TOKEN.

12.12 Risk that the Development Results will not Meet the Expectations of User. The User recognizes that the HUMANIQ OPEN SOURCE SOFTWARE is presently under development and may undergo significant changes before release. User acknowledges that his expectations regarding the form and functionality of the HUMANIQ OPEN SOURCE SOFTWARE may not be met upon release of the HUMANIQ OPEN SOURCE SOFTWARE, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the HUMANIQ OPEN SOURCE SOFTWARE.

12.13 Risk that the HUMANIQ Project may never be completed or released. User understands that while the Developer will make reasonable efforts to complete the HUMANIQ PROJECT, it is however possible that an official completed version of the HUMANIQ OPEN SOURCE SOFTWARE may not be released and there may never be an operational HUMANIQ OPEN SOURCE SOFTWARE.

12.14 Risk of Theft. User understands and accepts that the SMART-CONTRACT SYSTEM, the HUMANIQ OPEN SOURCE SOFTWARE and the underlying blockchain (e.g. the Ethereum Blockchain) may be exposed to attacks by hackers or other individuals that that could result in theft or loss of TOKENS or Ether (ETH), impacting the ability to develop the HUMANIQ PROJECT.

12.15 Risk of Security Weaknesses in the Core Infrastructure Software. HUMANIQ OPEN SOURCE SOFTWARE is built on open-source software, and there is a risk that the developer, or other third parties

not directly affiliated with HUMANIQ, may introduce weaknesses or bugs into the core infrastructural elements of the HUMANIQ OPEN SOURCE SOFTWARE causing the system to lose TOKEN stored in one or more User wallets or other wallets or lose sums of other valued TOKENS issued on the HUMANIQ OPEN SOURCE SOFTWARE. Developer has taken steps to build, maintain, and secure the infrastructure of HUMANIQ, and will continue to do so after the Launch. For example, HUMANIQ intends to hire external consultants on a periodic basis to assess and audit the security of the HUMANIQ OPEN SOURCE SOFTWARE and will work with cryptography and security experts to develop and employ best practices to audit the HUMANIQ OPEN SOURCE SOFTWARE. Despite these measures, the User understands and accepts that the smart-contract concept, the underlying software application and software portal (i.e. the Ethereum Blockchain and other Blockchains) are still in an early development stage and unproven, why there is no warranty that the process of creating, receiving, holding, using and storing TOKEN will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Ether (ETH) and/or TOKEN.

12.16. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography. Although HUMANIQ will continuously strive to maintain best practice in the field of Cryptography, there remains a risk that the state of the art can be overhauled over time due to advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, the HUMANIQ OPEN SOURCE SOFTWARE and/or the underlying network (e.g. Ethereum), which could result in the theft or loss of TOKEN.

12.17. Risk of TOKEN Mining Attacks. As with other cryptocurrencies, the blockchain used for the HUMANIQ OPEN SOURCE SOFTWARE is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the HUMANIQ OPEN SOURCE SOFTWARE, expected proper execution and sequencing of TOKEN transactions, and expected proper execution and sequencing of contract computations. User understands and accepts that despite the efforts of the developer, known or novel mining attacks may be successful, resulting in the loss of TOKEN and/or Ether (ETH).

12.18 Risk of volatile crypto currencies. User understands and accepts that an instability in the demand for Ether (ETH) and/or HMQ could arise, leading to oscillations and instability in the respective values as denominated in currencies that HMQ-based businesses use to pay operating costs. This could result in the HUMANIQ PROJECT being unable to continue to operate economically, which would represent losses to businesses or worst case, cause business to cease operations.

12.19 Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power on HUMANIQ Network. If the HUMANIQ OPEN SOURCE SOFTWARE is rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which TOKEN miners can bring online additional mining power. Under such a scenario, the entire HUMANIQ OPEN SOURCE SOFTWARE could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the HUMANIQ PROJECT and TOKEN. Insufficiency of computational resources and an associated rise in the price of TOKEN could result in businesses being unable to acquire scarce computational resources to run their distributed applications. This would represent revenue losses to businesses or worst case, cause businesses to cease operations because such operations have become uneconomical due to distortions in the crypto-economy.

13. Taxation of TOKEN and Taxation Related to the Launch. HUMANIQ makes no representations concerning the tax implications of the creation, allocation, ownership or use of TOKEN. The User bears the sole responsibility to determine if the User's contribution to the SMART-CONTRACT SYSTEM for the development of the HUMANIQ PROJECT, the transfer of Ether (ETH) or Bitcoin (BTC) to the SMART-

CONTRACT SYSTEM, the creation, allocation, ownership and use of TOKEN, the potential appreciation or depreciation in the value of TOKEN over time (if any), the sale and purchase of TOKEN and/or any other action or transaction related to the HUMANIQ PROJECT has tax implications for the User. By creating, receiving, holding or using TOKEN, and to the extent permitted by law, the User agrees not to hold any third party (including developers, HUMANIQ, the founders, early contributors and HUMANIQ's employees, officers, contractors of HUMANIQ, etc.) liable for any tax liability associated with or arising from the creation, allocation, ownership or use of TOKEN or any other action or transaction related to the HUMANIQ PROJECT.

14. Disclaimer

14.1. The User expressly agrees that he/she/it is creating, receiving, holding and using TOKEN at its' sole risk and that TOKEN is provided on an "as is" basis without warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose.

14.2. Without limiting the foregoing, neither HUMANIQ nor any other person, entity and/or affiliates involved with the deployment of the SMART-CONTRACT SYSTEM and the setting up of HUMANIQ and/or the HUMANIQ OPEN SOURCE SOFTWARE can warrant that the process for creating, receiving, holding and using TOKEN will be uninterrupted or error-free.

15. Waiver of Liability

15.1. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages whatsoever caused by or related to use of, or inability to use, TOKEN or the HUMANIQ OPEN SOURCE SOFTWARE under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). User acknowledges and agrees that neither HUMANIQ (including HUMANIQ's founders, officers, directors, agents, joint ventures, employees, advisors and suppliers), nor any other person, entity and/or affiliates involved with the deployment of the SMART-CONTRACT SYSTEM and the setting up of HUMANIQ and/or the HUMANIQ OPEN SOURCE SOFTWARE, nor any developer, subcontractor or founder of HUMANIQ shall be liable for any damages, including direct or indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or creation of, or inability to create, TOKEN.

15.2. The User further specifically acknowledges that neither HUMANIQ (including HUMANIQ's officers, directors, agents, joint ventures, employees, advisors and suppliers), nor any other person, entity and/or affiliates involved with the deployment of the SMART-CONTRACT SYSTEM and the setting up of HUMANIQ and/or the HUMANIQ OPEN SOURCE SOFTWARE, the developers, subcontractors or founders of HUMANIQ are liable, and the User agrees not to seek to hold any of the them liable, for the conduct of third parties, including other Users of TOKEN, and that the risk of creating, receiving, holding and using TOKEN rests entirely with the User. The User further agrees not to hold liable HUMANIQ (including HUMANIQ's founders, officers, directors, agents, joint ventures, employees, advisors and suppliers), nor any other person, entity and/or affiliates involved with the deployment of the SMART-

CONTRACT SYSTEM and the setting up of HUMANIQ and/or the HUMANIQ OPEN SOURCE SOFTWARE, nor any developer, subcontractor or founder of HUMANIQ for any regulatory implications or liability associated with or arising from the creation, allocation, ownership or use of TOKEN or any other action or transaction related to the SMART CONTRACT or the HUMANIQ OPEN SOURCE SOFTWARE.

16. Miscellaneous

16.1. Launch Location: The Launch of the SMART-CONTRACT SYSTEM is located in Republic of Seychelles. Consequently, the creation and allocation of TOKEN and the assignment of the development

of the HUMANIQ OPEN SOURCE SOFTWARE to HUMANIQ are considered to be executed in Republic of Seychelles.

16.2. Applicable Law: The applicable law is Swiss law.

16.3. Dispute Resolution: Any dispute arising out of or in connection with the creation of the TOKEN and the development of the HUMANIQ PROJECT shall be finally settled by the courts of the Canton Zug, Switzerland.

16.4. Complete Sales Governance Terms: These Terms along with SMART-CONTRACT SYSTEM, sets forth the entire understanding of each User with respect to the purchase and sale of TOKEN.

16.5. For facts relating to the sale and purchase, the User agrees to rely only on these Terms and the SMART-CONTRACT SYSTEM in determining purchase decisions and understands that these Terms and the SMART-CONTRACT SYSTEM govern the creation and allocation of TOKEN and supersede any public statements about the Launch made by third parties or by HUMANIQ, the HUMANIQ Team or individuals associated with HUMANIQ or the HUMANIQ Team, past and present and during the Launch.

16.6. Severability: The User and Humaniq S.à r.l. agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

16.7. Updates to the Terms: HUMANIQ reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the contribution by posting the amended Terms on the website. Any User will be deemed to have accepted such changes by creating, receiving, holding or using TOKEN.

16.6. If at any point User do not agree to any portion of the then-current version of the Terms, User should not create, receive, hold or use TOKEN.

16.7. To the extent these Terms conflict with the SMART-CONTRACT SYSTEM, the SMART-CONTRACT SYSTEM shall govern.