

4ARTechnologies Holding AG

CROWDCONTRIBUTION

Terms & Conditions (including 4ART Privacy Policy)

1 January 2019

By using the Website 4art-technologies.com or participating in the Crowdcontribution (as defined below), the user or participant confirms to have fully understood and expressly agrees to all of the respective terms and conditions, which will be set forth in Smart Contract System Code and in this document.

This document or any other materials provided by 4ARTechnologies Holding AG or relating to the 4ART Project do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.

Do not participate in the Crowdcontribution if you are not an expert in dealing with cryptographic Token and blockchain-based software systems as well as contribution to smart contract systems.

Contributions should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic Token, like Bitcoin, Ether, and blockchain based software systems as well as contribution to smart contract systems.

Contributors should have functional understanding of storage and transmission mechanisms associated with other cryptographic Token. If you do not have such experience or expertise, then you should not participate in the Crowdcontribution.

Users must be made aware of certain risk factors, as set out in Section 5 (Risk Factors).

Prior to contributing, you should carefully consider these Terms and all other materials available concerning the 4ART Project and 4ART Payment Token and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional.

This document and information contained herein may not be sent and or addressed wholly or in part, directly or indirectly, to any person in the restricted jurisdictions mentioned in Appendix 1 (such as

United States, or Japan), or any other jurisdiction in which it would be impermissible or restricted to offer, distribute, purchase, sell or retain cryptographic Token.

1 Public Crowdcontribution Principles

1.1 General

¹ The following Terms and Conditions (including the Smart Contract System Code, together “**Terms**”) govern the creation and allocation of the 4ART cryptographic payment token (“**4ART Payment Token**”) by one or several smart contract software codes (jointly, the “**Smart Contract System**”) created by 4ARTechnologies Holding AG (domiciled at Chamerstrasse 44, 6331 Hünenberg, Switzerland, “**4ART Company**” (includes all current and future affiliated entities)) and operating on the Ethereum blockchain as well as the contribution by third party individuals and entities (each, a “**User**”, “**Participant**” or “**You**”) to such Smart Contract System in the public Crowdcontribution as specified in Appendix 1 (including pre-sale and public sale rounds, together “**Crowdcontribution**”).

² 4ART Company is not a financial entity, financial advisor, bank, dealer, broker or asset manager in the framework of the Crowdcontribution. The Terms do not constitute an offer, recommendation, or solicitation to sell shares or securities. The Terms do not provide any investment, legal, tax, or other advice. It is meant for non-commercial, personal use only. The Terms may be updated or changed at the sole discretion of the 4ART Company.

³ This document or any other materials provided by 4ART Company or relating to the 4ART Project (as defined in section 1.2 below) do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. 4ART Payment Token. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities, such as with the Swiss Financial Market Supervisory Authority FINMA (FINMA), any regulatory authority in the European Union, Hong Kong, Singapore, Japan, Russian Federation, India or Taiwan. In particular, Participant represents to have accepted and understood the following:

- 4ART Payment Token will not be listed on any regulated stock exchange, such as SIX Swiss Exchange, or SIX. These Terms have been prepared without regard to the legal standards for prospectuses under art. 1156 or art. 652a of the Swiss Code of Obligations or the legal standards for facilitated prospectuses under art. 5 of the Collective Investment Schemes Act (“**CISA**”) or art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange in Switzerland. Neither these Terms nor any other material, 4ART Payment Token will be or have been filed with or approved by any Swiss regulatory authority. Specifically, these Terms will not be filed with and will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA). Furthermore, 4ART Payment Token have not been and will not be authorized under the CISA. Thus, the protection which is given to purchasers of interests or units in collective investment schemes under the CISA does not extend to purchasers of 4ART Payment Token.
- If Participant is residing in the United States of America: 4ART Payment Token will not be and have not been registered with the SEC under the US Securities Act of 1933, as amended (the “**US Securities Act**”) or any state securities laws of the United States of America (“**US**”). “**US**” means the United States of America, its territories and possessions,

any state of the United States of America and the District of Columbia. Thus, 4ART Payment Token may not be offered, sold or delivered in the US or to or for the account or benefit of us persons as defined in regulations under the US Securities Act (“**US Person**”). Participant represents that Participant is not located in the US and is not participating in the offer from the US or are acting on a nondiscretionary basis for a principal located outside the US that Participant is not giving an order to participate in the offer from the US and Participant is not entitled to partake in the Crowdcontribution and may neither directly nor indirectly purchase 4ART Payment Token through any means, be it on the primary or the secondary market. 4ART Company will take technical measures to make sure you cannot participate (“**US Ban**”). If Participant, via technical and/or other means circumvent 4ART Company’s US Ban, 4ART Company will have fulfilled its duty and will not be held liable for breach of any US regulations, including, but not limited to, the US Securities Act (“**Breach**”). In case 4ART Company will be held liable anyhow due to such Breach, Participant will fully indemnify 4ART Company for any damage incurred, fees levied etc. as a result of such Breach.

- If Participant is residing in Canada: 4ART Payment Token have not been nor will they be qualified for sale to the public under applicable Canadian securities laws and, accordingly, any offer or sale of 4ART Payment Token in Canada will be made on a basis which is exempt from the prospectus requirements of Canadian securities laws. Any resale of the 4ART Payment Token must be made in accordance with, or pursuant to an exemption from, or in a transaction not subject to the prospectus requirements of those laws. If User resides in Canada, User represents that he/she/it has learnt about the 4ART Project and Crowdcontribution by his/her/its own initiative and was not solicited by 4ART Company.
- If Participant is residing in an embargo jurisdiction (cf. Restricted Jurisdictions listed in Appendix 1, such as Iran, Democratic People’s Republic of Korea, Syria, Sudan, Cuba, Burma, Côte d’Ivoire): Participant is not entitled to partake in the Crowdcontribution and may neither directly nor indirectly purchase 4ART Payment Token through any means, be it on the primary or the secondary market. 4ART Company will take technical measures to make sure Participant cannot participate. If Participant, via technological and/or other means circumvent 4ART Company’s check, 4ART Company will have fulfilled its duty and will not be liable for breach of any US Embargo Restrictions.

⁴ These Terms have not been approved by any regulator, competent authority or authorized person in general, and specifically not within the meaning of a competent authority according to Swiss, US or EU law. Therefore, relying on this document for the purpose of participating in the Crowdcontribution may expose Users to a significant risk of loss of all assets.

⁵ By using the website <https://4art-technologies.com/> (“**4ART Website**”) or participating in the Crowdcontribution, the User confirms to have fully understood and expressly agrees to all of the respective terms and conditions, which will be set forth in Smart Contract System Code and in this document. The terms and conditions set forth in the Smart Contract System Code are incorporated by reference herein. The User further confirms to have carefully reviewed the Terms in full, and the User further undertakes to review the Smart Contract System Code and its functions once released, and to fully understand the risks and costs associated with the allocation and holding of 4ART Payment Token and contributing into a Smart Contract System. No other document or communication than these Terms may modify or add any additional obligations to 4ART Company, and/or its potential affiliated entities and/or the developer of the Smart Contract System and/or any other person involved

with the deployment of the Smart Contract System and the setting up of the 4ART Project (as defined in section 1.2 below) beyond those set forth in the Smart Contract System.

⁶ This document contains statements that are, or may be deemed to be, forward-looking statements. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the words "aims", "believes", "estimates", "anticipates", "expects", "intends", "targets" "may", "will", "plans", "projects", "continue" or "should" or, in each case, their negative or other variations or comparable terminology or by discussions of strategies, plans, objectives, targets, goals, assumptions, expectations, future events or intentions. These forward-looking statements include matters that are not historical facts or which may not otherwise be provable by reference to past events. They appear in a number of places throughout this document and include statements regarding the 4ART's intentions, beliefs or current expectations. By their nature, forward-looking statements involve known and unknown risks and uncertainties because they relate to events, and/or depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. Prospective investors should not place undue reliance on these forward-looking statements. Any forward-looking statements are only made as of the date of this document. 4ART Company assumes no responsibility to update forward-looking statements or to adapt them to future events or developments. Many factors may cause 4ART's results of operations, financial condition, liquidity, dividend policy and the development of the markets in which 4ART operates to differ materially from those expressed or implied by the forward-looking statements contained in this document. These factors include but are not limited to risks and others described under "Risks".

1.2 4ART Project

¹ 4ART Company has developed an application to (as described in detail the 4ART Whitepaper ("**Whitepaper**")):

- create 3-dimensional digital abstracts of objects by using regular cameras ("**Digital Copies**");
- scan and match a picture with such Digital Copies to confirm authenticity and detect potential changes or damages;
- look up, register and amend ownership and possession rights in a blockchain (all services and functionality together "**4ART Software**" or "**4ART Project**").

² The above services can be obtained by redeeming 4ART Utility Token that represent the usage rights on the 4ART Software. 4ART Utility Token will not be transferrable and will not be listed on an exchange. The 4ART Utility Token will be available once the 4ART Software will be released. The users of the 4ART Software will be able to buy 4ART Utility Token by paying with 4ART Payment Token or other crypto or fiat currencies. However, when using 4ART Payment Token as a means of payment users may receive a discount on the purchase price of 4ART Utility Token (at the discretion of 4ART Company or an affiliated company).

³ By transferring funds in crypto or fiat currencies as set out in Appendix 1 to the Smart Contract System pursuant to these Terms in order to contribute to the development of the 4ART Project ("**Contribution**"), the User understands and accepts that his/her/its contribution will be utilized to

enable maintenance and further development of the 4ART Project by 4ART Company and/or affiliated entities (as determined in 4ART's sole discretion).

⁴ The User understands and accepts the risk that even if all or parts of the 4ART Project are successfully developed and released in full or in parts, the 4ART Project could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that the Contribution of funds, the creation of 4ART Payment Token by the Smart Contract System and the Smart Contract System allocation of 4ART Payment Token carry significant financial, regulatory and/or reputational risks (including the complete loss of value of 4ART Payment Token (if any), and attributed features of the 4ART Project).

⁵ Further information on the 4ART Project can be found in the Whitepaper and the Crowdcontribution documentation available on the 4ART Website. The information contained in the Whitepaper, any other Crowdcontribution documentation and on the 4ART Website are of a descriptive nature only, are not binding and do not form part of the Terms.

1.3 Participation in the Crowdcontribution

¹ Before being eligible to participate in the Crowdcontribution, each User must register and undergo an identification and anti-money laundering process (cf. section 1.4 below). The registration instructions and schedule are available on the 4ART Website. After registration is complete and approved, 4ART will whitelist the User's address in the Smart Contract System, and the User may make a contribution by transferring the funds to the Smart Contract System within the Crowdcontribution Period.

² In case the User fills in the requisite forms and/or completes additional procedures prescribed on the 4ART Website an account will be created for the purpose of participation in the Crowdcontribution ("**Account**"). This creation of an Account on the 4ART Website is being made at the User's sole request and with the User's chosen login details and password. The User warrants that any and all information provided for the purpose of Account creation is valid, current, complete and accurate. Registration data and other information submitted by the User for the creation of the Account is subject to the accompanying 4ART Privacy Policy (cf. section 13 below) and other accompanying documents available on the Website. The User hereby expressly consents to its sole responsibility for the use of the login information for the Account, for any registration data provided for the Account creation, and for any actions done during any use of the Account. The User agrees to keep the login details and password private and to immediately notify 4ART Company of any unauthorized Account activity the User may be aware of and modify the login information respectively. The User is solely responsible for any loss or damage the User or 4ART Company may face as a result of the User's failure to do so and 4ART Company may undertake legal proceedings to recover any such losses.

³ The User understands and accepts that 4ART Company may in its sole discretion determine to accept contributions from private entities and individuals of strategic value for the 4ART Project, and that such contributions may be accepted at terms that differ from these Terms.

⁴ The User accepts and agrees that 4ART Company may commit to sell a certain portion of 4ART Payment Token before the launch date of the Crowdcontribution (as specified in Appendix 1) during a private pre-sale. Under such private sale arrangements, purchasers may buy 4ART Payment Token at a discounted rate. However, any participants to such private pre-sale must acknowledge and agree to be bound by these Terms and receive 4ART Payment Token pursuant to the procedures as for receiving 4ART Payment Token of Users participating in the Crowdcontribution.

⁵ The User understands and accepts that while the individuals and entities, including 4ART Company and potential affiliated entities, assigned to this task will make reasonable efforts to develop and complete the 4ART Project, it is possible that such development may fail and User's 4ART Payment Token become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 7 regarding Risks).

⁶ Depending on the popularity of the Crowdcontribution, it cannot be guaranteed that the User's funds are included in the Crowdcontribution or that the User will receive 4ART Payment Token. Any funds transferred that do not entitle the User to 4ART Payment Token may be automatically directed back to the sending address.

⁷ The Crowdcontribution or smart contract respectively may be paused and all transactions marked as pending in case irregularities are detected or safety concerns arise. The decision whether or not the Crowdcontribution is paused is at the sole discretion of 4ART Company. In case of such events 4ART Company may decide to return all funds (subject to a potential transfer commission required by third parties) to the Users.

⁸ The User furthermore understands and accepts that the final allocation of the 4ART Payment Token as well as the assignment of the execution of the 4ART Project are smart contract based. Consequently, the Smart Contract System contains code which sets forth further terms and conditions applicable to the distribution and operation of the 4ART Payment Token and the 4ART Software (such code, the Smart Contract System Code). The direct address(es) of the Smart Contract System on the Ethereum blockchain is provided on the 4ART Project website. To the extent the terms contained herein or in any other document or communication contradict the ones set forth in the Smart Contract System, the terms of the Smart Contract System shall prevail. The access to the 4ART Software and the functionality of the 4ART Payment Token is defined by the Smart Contract System only.

⁹ Transfer of funds, allocation, distribution or receipt of 4ART Payment Token, or any other act undertaken between the parties in connection with the Pre-sale or Crowdcontribution shall not form a partnership, joint venture or any similar relationship between the User and 4ART and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the 4ART Project.

¹⁰ The User acknowledges and understands that 4ART Company may at its discretion at any time change the name of the 4ART Payment Token and/or its symbol. 4ART Company shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect the rights of the Users or the 4ART Payment Token held by the Users.

1.4 Anti-money laundering ("AML") regulations

¹ Every User must comply with the applicable anti-money laundering regulations, in particular the Swiss Anti-Money Laundering Act and cooperate for the identification process according the provisions for the prevention of money laundering and for the know-your-customer ("KYC") checks.

² 4ART Company is entitled to use subcontractors to fulfill the KYC obligations and the User agrees to fully cooperate with any sub-contractor for this purpose. The User must in particular (without limitation) answer fully and truthfully to any question or information request in relation to any money laundering requirements, by 4ART Company or any sub-contractor as well as (if deemed necessary depending on the amount of investment or the result of other pre-checks) attend an identification video call to confirm personal identification information or digital signatures.

³ 4ART Company maintains a KYC policy to comply with the recordkeeping requirements. 4ART Company aims to reasonably identify each prospective purchaser of 4ART Payment Token and store the identity information, including, but not limited to answers to KYC questions by potential Users and copies of their uploaded government issued identification documents.

⁴ 4ART Company, any affiliated entity, or sub-contractor will not be held liable for any false or misleading information that the User communicates to the 4ART Company or its sub-contractor(s) and the User fully indemnifies 4ART Company, its affiliated entities, and sub-contractor(s) in the event of any claim, loss or damage (including reputational) in relation to the a breach of applicable AML regulations.

⁵ If a proposed purchase is flagged through mentioned controls, 4ART Company or an engaged sub-contractor may require additional proof of identification from the User. 4ART Company has the right to not permit any contributions until additional and verifiable proof of identity is received to 4ART Company's satisfaction and the User has been approved to the Crowdcontribution.

⁶ By agreeing to these Terms, the User acknowledges and agrees that 4ART Company maintains verification levels that require User's participation, with levelled permissions based on user-supplied information, and the User confirms 4ART Company's ability to obtain any and all required information, and to verify it pursuant to 4ART Company's or an engaged sub-contractor's internal policies. The User accepts that the desired level of verification may not be achieved, and 4ART Company reserves the right, at its sole discretion, to determine the appropriate verification level for any User, as well as the right to downgrade Users without notice. 4ART Company may, from time to time, implement policies restricting or strengthening verification levels by nationality, country of residence, or any other factor. This may affect the User's right to purchase 4ART Payment Token or to withdraw 4ART Payment Token from the User's account, and the User agrees to fully indemnify 4ART Company against any losses associated with an inability to purchase, withdraw, or use 4ART Payment Token based on User's verification level.

⁷ The User hereby undertakes to provide valid proof concerning the legality of his/her/its proceeds used to purchase 4ART Payment Token upon 4ART Company's or an engaged sub-contractor's request or the request of bank institutions or government authorities.

⁸ During the KYC checks, the User's contribution will be held by 4ART Company or an engaged sub-contractor until the end of the contribution period as specified in Appendix 1, but a maximum of 60 days. In no event will 4ART Company or an engaged sub-contractor will hold a contribution for more than 60 days. If the results of the KYC checks are not satisfactory to the 4ART Company standards or the KYC verification could not be finalized within 60 days, the respective User's contribution (minus a potential transfer commission required by third parties) will be returned.

2 4ART Payment Token Creation

2.1 Payment Token; No Ownership, Revenue or Governance Rights

¹ Payment Token: Ownership of 4ART Payment Token carries no rights express or implied other than using it as a means of payment (based on the current exchange rate as traded on third party exchanges) in connection with the 4ART Software to buy 4ART Utility Token as a voucher for redemption at the time of use of the 4ART Software, if and to the extent the 4ART Project has been successfully completed and launched.

² No Ownership, Revenue or Governance Rights: In particular, User understands and accepts that 4ART Payment Token do not represent or constitute any ownership right or stake, share, uncertificated or certificated 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 4ART Project and/or 4ART Company. The 4ART Payment Token does not create or confer any enforceable contractual or other obligations against any party (including 4ART Company, 4ART team members or other developers, auditors, contractors or founders associated with the 4ART Payment Token, the 4ART Project or any affiliated entity).

³ No Collective Investment Schemes: User agrees and understands that 4ART Payment Token are no collective investment schemes or any other financial instruments and shall not be considered as such; the offering of 4ART Payment Token is not registered with any government entity, and does not represent any intellectual property rights in 4ART Company.

⁴ No intellectual property rights: User agrees and understands that 4ART Payment Token do not grant any rights other than the ones mentioned in paragraph 1 above to obtain, claim or use intellectual property rights (such as patents, brands, licenses, trade names, copyrights, know-how, logos, pictures, designs, or software) in connection with the 4ART Project, 4ART Company or any affiliated entity. Any usage rights of any intellectual property rights remain with the 4ART Project, 4ART Company or any affiliated entity.

2.2 Contribution

¹ User Registration: Each User who intends to participate in the Crowdcontribution must complete a registration process before being able to participate. The registration process details will be set out on the 4ART Project website. Upon completion of the registration and approval thereof, the User's Ethereum address will be whitelisted in the Smart Contract System. The User acknowledges and understands that the registration process is laborious and it may take time to process the User's registration.

² Maximum Contribution Amount: The aggregate maximum Contribution amount for the entire allocation of 4ART Payment Token (including pre-sale, the Crowdcontribution, as well as contributions from private entities and individuals of strategic value for the 4ART Project) will be defined as a hard cap and amounts to the equivalent of EUR 250 million (excluding fees arising from or related to the contribution process). 4ART Company may, at its discretion, determine that the Maximum Contribution Amount is reached when the aggregate amount of funds transferred to the Smart Contract System is close to the Maximum Contribution Amount, even though the actual amount of Contributions accepted by the Smart Contract System would be less than the Maximum Contribution Amount (e.g. if the aggregate amount of Contributions does not sum up to exactly the Maximum Contribution Amount).

³ Maximum 4ART Payment Token Supply: The aggregate maximum 4ART Payment Token supply will be 6.5 billion. The aggregate amount of 4ART Payment Token will depend on the effectively made Contributions during the pre-sale, and the Crowdcontribution and will be referred to as total 4ART Payment Token supply ("**Total 4ART Payment Token Supply**").

⁴ Contribution Period: The Crowdcontribution period (Crowdcontribution Period) starts and ends on the dates and times as described in Appendix 1 or in the moment when the Maximum Contribution Amount has been reached, whichever occurs earlier.

⁵ Contribution Process: Upon commencement of the Crowdcontribution Period, the registered, approved and whitelisted Users may transfer their funds to the Smart Contract System at the address

provided on the 4ART Project Website. The User cannot contribute more than his/her/its whitelisted amount. If the User sends a transaction that exceeds the limit, the transaction will fail and the funds returned. The Token in the Crowdcontribution will be allocated among the Contributing Users on a first come, first served basis. 4ART Company does accept fiat currencies as payment for 4ART Payment Token. The User is solely responsible for any exchange rate applicable, for any transaction fee charged by the User's bank, as well as for any delay in the transfer of the funds. Should the User's funds be credited after the end of the Contribution Period, 4ART Company will decide, in its sole discretion, whether or not the User will be entitled to purchase 4ART Payment Token. If not, 4ART Company will transfer funds back. Any fee charged for such transfer is paid by the User. 4ART Company may in no case be held liable for any loss of the fiat currencies incurred during the transaction.

⁶ To purchase 4ART Payment Token, the User shall only send fiat currencies from his / her / its personal bank account, or cryptocurrencies from his / her / its personal wallet, in the amount that is consummate to the amount of the 4ART Payment Token the User is willing to receive for such payment. The Participant undertakes to control solely the address and / or the wallet and / or the bank account used for the contribution, shall not act on behalf of any third party, and shall not transfer the control of the mentioned address, wallet or bank account to any third party.

⁷ Distribution of 4ART Payment Token to Users: Upon receipt and acceptance of a User's Contribution, the Smart Contract System will allocate a corresponding amount of 4ART Payment Token to the User's Ethereum address. The 4ART Payment Token will not be transferable until they are released. The User understands and accepts that from the net amount of crypto or fiat funds transferred (after deduction of potential commissions) the User will receive 4ART Payment Token for the respective amount subject to a deduction of ETH gas required to facilitate the transfer of the 4ART Payment Token to the User's wallet.

⁸ Undistributed Token: Any 4ART Payment Token that have been created for the Crowdcontribution but for which no contribution has ultimately been received shall be allocated to 4ART Company and shall be further disposed of at 4ART Company's discretion for purposes of the long-term benefit of the 4ART Project.

⁹ No Refund: The User understands and accepts that all Contributions are final and may not be reversed. Contributions that entitle a User to 4ART Payment Token are nonrefundable. Any Contributions that do not entitle the User to 4ART Payment Token (e.g. due to the amount of Contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the sending address. By contributing to the 4ART Project, the User acknowledges that he/she/it has no right to request a refund for any reason, and that the User will not receive money or other compensation for any 4ART Payment Token that is not used or remains unused. 4ART shall not be liable for any losses caused by the User attempting to contribute from an exchange, smart contract or other nonstandard single access address.

¹⁰ Ensure the use of the original Smart Contract System: Only the Smart Contract System(s) will allocate 4ART Payment Token. To the extent that any third-party website, service or smart-contract offers 4ART Payment Token during the Crowdcontribution Period or facilitates the allocation or transfer of 4ART Payment Token in any way during the Crowdcontribution Period, such third-party websites or services are, unless explicitly mentioned in these Terms, not authorized by 4ART and have no relationship in any way with 4ART.

¹¹ Transferability of 4ART Payment Token: The Users will not be able to transfer 4ART Payment Token until the 4ART Payment Token have been released. The 4ART Payment Token transferability will be released at 4ART's discretion4ART Payment Token4ART Payment Token.

¹² Participants must access and use the 4ART Payment Token using an ERC20-compliant wallet that gives access to the respective Participant's private key. It is the Participant's sole responsibility to not lose their 4ART Payment Token, in particular by losing access to the keys which allow access to their wallets, by transferring them incorrectly from one address to another, and / or by allowing malicious third parties to access their keys and / or their wallets.

2.3 Pre-Allocation of 4ART Token

¹ The User understands and accepts that 5.1375 billion of the total 4ART Token Supply will not be allocated to participants of the Crowdcontribution but allocated as set forth below:

- **Allocation for future 4ART Utility Token: 2.9915 billion 4ART Payment Tokens** will be burnt and replaced in the future by the 4ART Utility Token managed by a second smart contract on the Ethereum Blockchain. The 4ART Utility Token will not be listed on any exchanges and it will not be transferrable. The 4ART Utility Tokens are sold by the Company as a voucher that can be redeemed for using the 4ART Software based on a fixed exchange mechanism.
- **First subscription: 1.5 billion 4ART Payment Tokens** will be reserved for the first subscribers of the 4ART Payment Tokens. A lock period of one year has been defined for the founders, during which they will have to hold 85% of their tokens for one year and will only be allowed to release 15%. Besides, the tokens will be locked as per the following schedule:
 - Year 1: 85%
 - Year 2: 75%
 - Year 3: 60%
 - Year 4: No restrictions
- **Affiliate Programs: 364 million 4ART Payment Tokens** will be allocated to affiliate programs to reward those who refer the 4ART Payment Token further, whereas the source person will be awarded a certain amount of tokens and the one referred will be offered a discount on the tokens.
- **Flexible Token Pot: 100 million 4ART Payment Tokens** will be kept by 4ART Company as a reserve for potential future partnerships and payment needs.
- **Bounty Program: 65 million 4ART Payment Tokens** will be allocated to bounties to spread the word about 4ART through social media and articles.
- **Partnerships: 39 million 4ART Payment Tokens** will be allocated to pre-sale partners.

- **Core team: 39 million 4ART Payment Tokens** will be allocated to the core team apart from the founders. These tokens will be locked as per the following schedule:
 - Year 1: 85%
 - Year 2: 60%
 - Year 3: No restrictions

- **Advisors: 39 million 4ART Payment Tokens** will be allocated to the advisory board. These tokens will be locked as per the following schedule:
 - Year 1: 85%
 - Year 2: 60%
 - Year 3: No restrictions

2.4 4ART Payment Token Functionality

¹ 4ART Payment Token may be used in connection with in any kind of transaction with or relating to art where the parties involved accept 4ART Payment Token as a means of payment. As such it can be used as a means of payment to obtain 4ART Utility Token for the usage of the 4ART Software based on the current market price (a discount may be granted). The 4ART Payment Token is planned to be traded on third party exchanges under the terms of the Smart Contract System and only constitutes a transferable payment representation of attributed functions specified in the Smart Contract System.

² 4ART Payment Token is a payment token that can be used between an unlimited number of third parties accepting 4ART Payment Token as a means of payment. Beyond this, ownership of a 4ART Payment Token carries no rights express or implied. In particular, the User understands and accepts that as a holder of 4ART Payment Token, he/she/it has no right to claim any ownership right or stake, intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the 4ART Project, 4ART Company and/or any affiliated company. Through the allocation of 4ART Payment Token to a User, the User receives no right to receive any revenues generated by the intellectual property rights developed as part of the 4ART Project or any other assets. The User understands and agrees that the sole and exclusive usage rights of these intellectual property rights are retained by 4ART and/or its affiliates.

3 4ART Project Execution

¹ The User understands and accepts that the development and execution of the 4ART Project will be performed by 4ART Company itself and/or its affiliated entities. For these purposes, 4ART Company shall be entitled to the full amount of contributed funds (less costs). These amounts cover expenses, charges and other costs that may arise by 4ART Company as part of the development and execution of the 4ART Project.

² 4ART Company has the right to engage subcontractors or affiliated entities to perform the entire or partial maintenance, further development and/or execution of the 4ART Project. The scope of the additional development work will be triggered by the aggregate amount of contributions received,

as indicatively laid out in the Whitepaper. It remains at 4ART Company's sole discretion to decide how to allocate the funds in order to develop and execute the 4ART Project.

³ The User understands and accepts that the User may not have any expectation of influence over governance on the 4ART Project.

⁴ The User understands and accepts that the 4ART Project will go through some further development work which may result in significant conceptual, technical and commercial changes. The User understands and accepts that as part of the further development, an upgrade of the 4ART Payment Token may be required (a so-called hard-fork of the 4ART Payment Token) and that, if the User decides not to participate in such upgrade, he/she/it may no longer use his 4ART Payment Token and that any non-upgraded 4ART Payment Token may lose their functionality in full.

4 Audit of the Smart Contract System

¹ The Smart Contract System has been, on a reasonable effort basis, audited and approved by a technical expert. The technical expert has confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.

² However, the User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and/or the 4ART Payment Token are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of funds and/or 4ART Payment Token.

5 Use of Proceeds

¹ The proceeds from the Crowdcontribution ("**Proceeds**") will not be managed by 4ART Company or any affiliated entity for the Users, nor invested by 4ART Company or any affiliated entity or by any third parties on behalf of the Users.

² The User understands and agrees that 4ART Company is a commercial entity and that the Proceeds will be used for the sole purpose of maintenance, development and financing of the commercial activities of 4ART Company and its affiliated entities, including the 4ART Project.

³ The Proceeds might be converted by 4ART Company into fiat currency at any time for the purpose of completion of the 4ART Project, at its full and entire discretion.

6 Representations and Warranties of User

¹ By making the contribution, the User represents and warrants that:

- the User is not a citizen or resident of a country, whose legislation conflicts with obtaining or distributing cryptographic Token such as 4ART Payment Token, the contemplated allocation of 4ART Payment Token and/or the 4ART Project in general;

- the User is not a citizen or resident of one of the restricted jurisdictions as mentioned in Appendix 1;
- the User is not a resident or citizen of, or located in a geographic area that is subject to UN, US, EU, Swiss or any other sovereign country sanctions or embargoes;
- any funds used for the Contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- the User is not listed or associated with any person or entity listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations;
- the User understands and accepts that 4ART Payment Token do not represent or constitute any ownership right or stake, share, uncertificated or certificated 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 4ART Project and/or 4ART Company and/or any of its potential affiliated entities. The 4ART Payment Token does not create or confer any enforceable contractual or other obligations, in particular repayment obligations or interest obligations, against any party (including 4ART Company, directors, shareholders, initiators, developers, auditors, employees, representatives, successors, contractors or founders of 4ART Company or any potential affiliated entity);
- the User understands and accepts that the Crowdcontribution and sale of 4ART Payment Token is not a collective investment scheme or a sale of derivatives whatsoever and the User understands and agrees that the Crowdcontribution is not done under the supervision of any regulator, including the Swiss Regulatory Authority (FINMA) and that these Terms do not represent a prospectus for the issuance of bonds, securities or other investment instruments;

- the User understands and accepts that neither these terms nor any of the 4ART Payment Token have been or will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of these terms;
- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic Token, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- the User has carefully reviewed the Smart Contract System Code located on the Ethereum blockchain at the addresses set forth on the 4ART Project website and fully understands and accepts the functions implemented therein;
- the User is legally permitted to make the Contribution in order to create and obtain 4ART Payment Token in the User's jurisdiction;
- the User uses cryptographic wallet software or a wallet service provider that technically supports the 4ART Payment Token and ERC20 standard. The User understands and accepts, that failure to assure this may have the result that User will not gain access to his 4ART Payment Token;
- the User is legally permitted to receive software and transfer funds for the purpose of contributing to the development of the 4ART Project;
- the User is of a sufficient age to legally allocate and obtain 4ART Payment Token;
- the User will take sole responsibility for any restrictions and risks associated with receiving, holding, transferring or using 4ART Payment Token;
- the User is not contributing the funds to obtain 4ART Payment Token for the purpose of speculative investment;
- the User is not obtaining or using 4ART Payment Token for any illegal purposes;
- the User is purchasing the functionality of the 4ART Payment Token primarily to support the development, testing, deployment and operation of the 4ART Project, being aware of the commercial risks associated with the 4ART Project;
- the User waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of 4ART Payment Token or otherwise involved with the 4ART Project;
- the User understands that the contribution of funds, the allocation and distribution of 4ART Payment Token and the development of the 4ART Project carries significant financial, regulatory and reputational risks as further set forth in section 7;
- the User understands and expressly accepts that there is no warranty whatsoever on the 4ART Payment Token, the Smart Contract System and/or the success of the 4ART Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and 4ART Payment Token are allocated and distributed to and obtained by the User at the sole risk of the User 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;

- the User understands that the User has no right against any other party to request any refund of the funds contributed for the allocation and distribution of the 4ART Payment Token under any circumstance;
- the User understands that with regard to 4ART Payment Token, no market liquidity (including the existence of a marketplace where 4ART Payment Token can be transferred) may be guaranteed and the value of 4ART Payment Token may over time experience extreme volatility or depreciate in full;
- the User understands that the User bears the sole responsibility to determine if the User's transfer of funds, the creation, allocation, ownership or use of 4ART Payment Token, the potential appreciation or depreciation in the value of 4ART Payment Token over time and/or any other action or transaction related to the 4ART Project have tax implications for him/her/it; by receiving, holding, transferring or using 4ART Payment Token, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the distribution, allocation, ownership or use of 4ART Payment Token or any other action or transaction related to the 4ART Project.

² As part of the 4ART Payment Token allocation process, the User will use his/her/its own account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to protect the access to the use of the User's private key. Following the creation of 4ART Payment Token by the Smart Contract System, for User's participation in the Crowdcontribution, the 4ART Payment Token will be transferred to the address from which the Contribution was made. In order to receive the 4ART Payment Token, the User shall ensure that he supplies his own Ethereum address and not, e.g., the address of a currency exchange like Poloniex, Coinbase, Bitfinex etc. The User understands that the User must keep his password and private key safe and that the User may not share them with anyone. The User further understands that if his/her/its private key, password and/or back-up seed is lost or stolen, the User may not be able to generate a new password or recover his/her/its private key, and if the User also loses his private keys and password, the 4ART Payment Token associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there may be no recovery mechanism for lost keys, passwords and/or back-up seeds, so no one may be able to provide the User with access to any 4ART Payment Token on accounts whose private key, password and/or back-up seed has been lost.

7 Risks

¹ The User understands and accepts the risks associated with contributing funds to the Smart Contract System and the creation and distribution of 4ART Payment Token as exemplary set forth above and hereinafter. In particular, the User understands and accepts the non-exhaustive list of inherent risks:

- **Risk of software weaknesses:** The underlying software application and software platform (i.e. the Ethereum blockchain) are still in an early development stage and unproven, and there are no warranties or covenants that the process for creating or distributing 4ART Payment 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 Funds and/or 4ART Payment Token.

- **Risk of cryptographic weaknesses:** The blockchain and all software dependent thereon, such as the 4ART Project and 4ART Payment Token are based on the effectiveness and reliability of cryptographic solutions. However, 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 the 4ART Project and 4ART Payment Token. This could result in the theft, loss, disappearance, destruction or devaluation of the 4ART Payment Token held by the User.
- **Regulatory risk:** The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the 4ART Project, including its termination and the loss or devaluation of 4ART Payment Token held by the User.
- **Risk of insufficient information:** The 4ART Project is at an early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the Whitepaper contains the up-to-date key information related to the 4ART Payment Token at the date of the Whitepaper, it is not complete or final and is subject to adjustments and updates that 4ART may make from time to time. 4ART is not in a position, nor obliged, to keep the Users closely posted on every detail of the 4ART Project's development (including its progress and expected milestones, whether rescheduled or not) and therefore will not necessarily provide the Users with timely or full access to all the information relating to the 4ART Project that may emerge from time to time.
- **Risk of abandonment / lack of success:** The creation and distribution of the 4ART Payment Token and the development of the 4ART 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). The 4ART Payment Token is not expected to be popular, prevalent or widely used soon after its launch. The 4ART Payment Token and the 4ART Project may remain marginalized in the long run, appealing to only a minimal portion of users (if any). There is thus no assurance that, even if the 4ART Project is partially or fully developed and launched, the User will receive any benefits through the 4ART Payment Token held by him/her/it.
- **Risks related to unverified source code:** The source code of the 4ART Software may be licensed under open-source license terms and any party related or unrelated to the 4ART Project can propose updates, amendments, alterations or modifications to the source code. 4ART may not be able to verify or guarantee the precise results of such updates, amendments, alterations or modifications and as a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the 4ART Project or the 4ART Payment Token value.
- **Risks related to competition:** The source code of the 4ART Software may be licensed under open-source license terms. As a result, anyone can legally copy, replicate, reproduce, engineer, modify, improve or otherwise utilize the source code and/or underlying source

code of the 4ART Software in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of 4ART's control and may consequently compete with or even overshadow or overtake the 4ART Project, which may adversely affect the 4ART Project or the 4ART Payment Token value.

- **Risk of withdrawing partners:** The feasibility of the 4ART Project depends strongly on the collaboration of banks and other crucial partners of 4ART. There is therefore no assurance that the 4ART Project as a whole or parts thereof will be successfully executed as set out in these Terms or otherwise.
- **Risk associated with other applications:** The 4ART Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which 4ART Payment Token will have no intrinsic value.
- **Risk of loss of private key:** 4ART Payment Token can only be accessed by using an Ethereum wallet with a combination of the User's account information (address), private key, password and any other protection used by the User. If the User's private key file, password or the back-up seed is lost or stolen, the 4ART Payment Token associated with the User's account (address) or password may be unrecoverable and permanently lost.
- **Third party risk:** 4ART may use third parties to manage and operate the pre-sale and Crowdcontribution processes. 4ART has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.
- **Risk of theft:** The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain), or other assets of the 4ART Project, may be exposed to attacks by hackers or other individuals that could result in theft or loss of 4ART Payment Token or funds, which may lead to a loss or devaluation of funds and/or 4ART Payment Token and the ability to develop the 4ART Project.
- **Risk of Ethereum mining and other malicious attacks:** As with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining and other malicious 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 Smart Contract System, expected proper execution and sequencing of 4ART Payment Token transactions, and expected proper execution and sequencing of contract computations.
- **Risk of incompatible Wallet service:** The cryptographic wallet software or wallet service provider of the User must be technically compatible with the 4ART Payment Token. The failure to assure this may lead to the User being unable to gain access to his 4ART Payment Token.

8 Taxation

¹ The User bears the sole responsibility to determine if the contribution to the Smart Contract System; the creation, allocation, ownership and use of 4ART Payment Token or the purchase and thereof after allocation and distribution; the potential appreciation or depreciation in the value of 4ART

Payment Token over time; and/or any other action or transaction related to the 4ART Project have tax implications for him/her/it.

² By receiving, holding, transferring or using 4ART Payment Token, to the extent permitted by law, the User agrees not to hold any third party (including 4ART team members as well as other developers, auditors, contractors or founders associated with the 4ART Payment Token, the Smart Contract System, the 4ART Project or 4ART) liable for any tax liability associated with or arising from the creation, allocation, distribution, ownership or use of 4ART Payment Token or any other action or transaction related to the 4ART Project.

9 No Liability

¹ The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any 4ART team members or other developers, auditors, contractors or founders associated with the 4ART Payment Token, the Smart Contract System, the 4ART Project and/or 4ART Company liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, 4ART Payment Token, the Smart Contract System and/or the 4ART 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). The User further acknowledges and agrees that the 4ART team members or other developers, auditors, contractors or founders associated with the 4ART Payment Token, the Smart Contract System, the 4ART Project and/or 4ART Company shall not be liable for any 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 the inability to use the 4ART Payment Token, the Smart Contract System and/or the 4ART Software.

² The User further specifically acknowledges that 4ART team members or other developers, auditors, contractors or founders associated with the 4ART Payment Token, the Smart Contract System, the 4ART Project and/or 4ART Company are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using 4ART Payment Token rests entirely with the User.

³ By receiving, holding, transferring or using 4ART Payment Token, and to the extent permitted by law, the User agrees not to hold any third party (including 4ART team members and other developers, auditors, contractors or founders associated with the 4ART Payment Token, the Smart Contract System, the 4ART Project and/or 4ART Company) liable for any regulatory implications or liability associated with or arising from the creation, allocation, distribution, ownership or use of 4ART Payment Token or any other action or transaction related to the 4ART Project.

10 No Warranty

¹ The User understands and expressly accepts that there is no warranty whatsoever on 4ART Payment Token, the Smart Contract, the 4ART Website and / or the success of the 4ART Project, expressed or implied, to the extent permitted by law, and that the 4ART Payment Token are purchased at the sole risk of the User on an "as is" and "under development" basis and to the extent permitted by law without any warranties of any kind, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

² The Participant also accepts that the 4ART Project is still in an early development stage and unproven; that is why there is no warranty that the process for creating 4ART Payment Token will be

uninterrupted or error-free and that there is an inherent risk that the 4ART blockchain could contain weaknesses, vulnerabilities, or bugs causing, inter alia, the complete loss of 4ART Payment Token.

11 Release

¹ To the extent permitted by any applicable law, the Participant releases and agrees not to hold any directors, shareholders, initiators, developers, auditors, employees, representatives, successors, contractors or founders of 4ART Company or any affiliated entity liable for any and all damages caused by or related to the use of, or the inability to use, 4ART Payment Token or the Smart Contract 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).

² To the extent permitted by any applicable law, the Participant releases and agrees that directors, shareholders, initiators, developers, auditors, employees, representatives, successors, contractors or founders of 4ART Company or any affiliated entity shall not be liable for any 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 the inability to use of the 4ART Payment Token and/or the implementation of the 4ART Project.

³ The Participant further specifically acknowledges that directors, directors, shareholders, initiators, developers, auditors, employees, representatives, successors, contractors or founders of 4ART Company or any affiliated entity are not liable, and the Participant agrees not to seek to hold them liable, for the conduct of third parties and that the risk of purchasing, holding and using 4ART Payment Token rests entirely with the Participant.

⁴ By purchasing, holding or using 4ART Payment Token, and to the extent permitted by law, the Participant agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the purchase, ownership or use of 4ART Payment Token or any other action or transaction related to the 4ART Project.

12 Confidentiality

¹ The Participant acknowledges and agrees that any information or data the Participant has acquired from or about 4ART Project, included, but not limited to, information or data regarding prices, scope of terms, and any other terms, conditions, obligations, representations, and warranties set forth herein or delivered prior to the publication of these Terms (hereinafter, the "Confidential Information"), was received in confidence. The Participant hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of 4ART Company. The Participant agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed in violation of these Terms. Confidential Information shall also mean all material and information that has or will come into the possession or knowledge of the Participant in connection with its performance hereunder and which in the ordinary course of business is considered to be treated as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be

disclosed by any judicial or governmental requirement or order (provided that recipient advises the disclosing party of the governmental demand for disclosure in a timely manner).

13 Privacy Policy

13.1 Purpose

¹ The terms regarding Privacy Policy ("**4ART Privacy Policy**") describe the procedures regarding the collection, use and disclosure of personal data collected by 4ART Company while using the 4ART Website or information and/or documents received from Users during the Crowdcontribution.

² Personal data has the meaning as given by the Swiss Federal Act on Data Protection and the Ordinance to the Federal Act on Data Protection ("**Personal Data**"). The data controller (i.e. the legal entity responsible for the purpose and content of the data file) is 4ART Company.

13.2 Consent

¹ By using the 4ART Website and/or participating in the Crowdcontribution, the User consents to the 4ART Privacy Policy and to 4ART Company processing Personal Data for the purposes exposed in the 4ART Privacy Policy. If User does not agree to the 4ART Privacy Policy, he/she is required to refrain from using the 4ART Website and/or participating in the Crowdcontribution. The User's consent to the 4ART Privacy Policy followed by the User's submission of Personal Data represents his/her explicit agreement to the collection, processing, storage and, when applicable, deletion of Personal Data by 4ART Company as described in the 4ART Privacy Policy.

13.3 Changes to the Policy

¹ 4ART Company reserves the right, at its discretion, to change, modify, add, or remove portions from the 4ART Privacy Policy at any time. The User will be notified of such changes. The User's continued use of the 4ART Website following the posting of changes to these 4ART Privacy Policy means that the User accepts these changes. It is the User's responsibility to check the 4ART Privacy Policy regularly to be informed of any changes. If the User does not agree to the 4ART Privacy Policy (including any amendments), then the User should immediately cease using the 4ART Website.

13.4 Personal Data Collected and Processed

¹ The 4ART Privacy Policy applies to all information that is received during the User's visit to or use of the 4ART Website and/or creation of an Account and/or participation in the Crowdcontribution. When the User visits the 4ART Website, details of the User's access may be automatically registered, including the date and time of the User's visit, which browser the User is using, login dates, the date and time the User accessed the 4ART Website, length of time the User spent on the 4ART Website, The User's browsing history (recorded by the text and graphics files that compose that page), the User's operating system version, the User's IP address, the place of connection, the volume of data transferred, the links that the User may follow, the webpages and content of the 4ART Website that the User views, the duration of such viewing as well as any other similar information and statistics that relate to the User's interactions with the 4ART Website.

² This information and data is collected automatically by 4ART Company in particular through cookies (including performance and tracking cookies, functional cookies, technical cookies, browser

cookies, token, web beacons and other tracking technologies). Such details may also be collected through third party application and content tools such as Google Analytics (see Clause 7).

³ 4ART Company may also collect Personal Data that the User provides as part of the registration to the Crowdcontribution and the administration and personalization of the Account, such as the User's name, surname, the User's Ethereum address or other cryptocurrency account details, details of the User's wallet, email address, phone number, government-issued identification and other contact information.

⁴ 4ART Company may also collect the following Personal Data:

- Transactional information, including information about the number of 4ART Payment Token the User purchases;
- User preferences, such as newsletter, community choices and other information the User selects in the Account when registering on the 4ART Website or indicated by the User's use of the 4ART Website. 4ART Company may use the User's email address and/or the User's Account to send updates, newsletters or news regarding 4ART Company and/or the Crowdcontribution and/or other offers that may be of interest to the User. 4ART Company may supplement information the User provides with information received from third parties. When the User uses the 4ART Website, the User may submit information and content to the Account and otherwise transmit information to 4ART Company or to other Users, 4ART Company stores this information and registration information so that 4ART Company can provide the User with personalized features. In addition to the information contained in the 4ART Privacy Policy, the 4ART Website may provide Users with additional and contextual information concerning particular services or the collection and processing of Personal Data upon request.

13.5 Usage of Personal Data

¹ 4ART Company collects Personal Data for correctly performing any contractual obligations. Furthermore, 4ART Company collects Personal Data about Users to provide Users with the 4ART Website and improve the 4ART Website features, to enable Users to enjoy and easily navigate the 4ART Website, to keep a detailed list of the Users of the Crowdcontribution, to keep the User updated about the advances of the 4ART Project, to administer the Account and, eventually, to propose some services or products that may be of interest to the User. The User understands and agrees that transactional information will be made public on the Ethereum blockchain and, therefore, disclosed to anyone. 4ART Company will use Personal Data to provide Users with a better service, and in particular to: keep internal records; communicate with the User; provide the User with information about new products available, blog posts, promotions, special offers and other information; personalize promotional offers, in particular based upon User's activity and User's transaction history; respond to User questions and comments; send Users a potential 4ART Company newsletter, unless the User unsubscribes; prevent potentially prohibited or illegal activities ; conduct research and compile statistics on usage patterns; process transactions; manage the Account; enforce the Terms; comply with the legal requirements of 4ART Company; as otherwise described to Users at the point of collection.

² If the User contacts 4ART Company via email to the email addresses set out on the 4ART Website, 4ART Company will keep a record of that correspondence. Within the applicable rules and regulations, 4ART Company may use the collected information to analyze the User's preferences and

habits, personalize the use of the 4ART Website as well as enhance the 4ART Website and all of its functions.

13.6 Cookies, Token, Web Beacons and other Tracking Technology

¹ Tracking information is automatically collected about all visitors to the 4ART Website. This information consists of both individual and aggregated tracking information and is automatically gathered using "cookies". A cookie is a small data file containing information, such as a user's login name, that is written to the user's hard drive by a web server and used to track the pages visited. 4ART Company uses cookies in several ways to track user behavior. Cookies store visitors' preferences and past activity on the 4ART Website in order to provide better service to visitors. The information 4ART Company gathers on an individual basis is used for advertising and internal purposes, such as accessing a member's account information. 4ART Company also uses tracking information on an aggregate basis, to track the usage of the 4ART Website, to analyze traffic patterns on the 4ART Website, and to provide anonymous reporting of usage for internal and external clients. In all cases, cookies used by 4ART Company are encoded and contain a unique digital signature to prevent tampering. They do not contain user passwords. Cookies allow 4ART Company to store information on the server (for example language preferences, technical information, click or path information, etc.) to help make the web experience better for visitors and to conduct site analysis and 4ART Website performance review. Most web browsers are set up to accept cookies, although visitors can reset to refuse all cookies or to indicate when a cookie is being sent. Note, however, that some portions of the 4ART Website may not work properly if a visitor refuses cookies. 4ART Company may also use a "Web beacon" on the 4ART Website (also known as an "action tag", a "tracking pixel" or "clear GIF technology"), or similar technology, which helps analyze the effectiveness of 4ART Websites by measuring, for example, the number of visitors to a site, how many visitors clicked on key elements of a site or what Web pages were visited. 4ART Company uses cookies, token, web beacon and other tracking technology to facilitate access to the 4ART Website and analyze the traffic and usage of the 4ART Website, as well as identify malfunctions. It also allows 4ART Company to enhance the experience with the 4ART Website as well as improve its content and conception, in particular depending on visitor preferences. They may also be used for marketing purposes. 4ART Company may collaborate with other companies that place cookies, token, web beacons or other tracking technology on the 4ART Website. These companies help 4ART Company in the management of the 4ART Website and offer additional services and products. The use of these technologies by such third parties is subject to their own conditions, privacy rules and terms of use, which are not covered by this 4ART Privacy Policy and for which 4ART Company does not have any responsibility. Visitors or Users may choose to deactivate the use of some or all of the cookies at any time by selecting appropriate parameters on the navigator (as the case may be, with the exception of technical cookies necessary for the functioning of the 4ART Website). However, deactivation of this kind might prevent the use of certain and/or all functions of the 4ART Website.

13.7 Google Analytics

¹ The 4ART Website may use Google Analytics, an Internet site analysis service supplied by Google Inc. ("**Google**"). Google Analytics uses cookies. The data generated by the cookies concerning the use of the 4ART Website (including visitors IP addresses) will be forwarded to, and stored by, Google on servers located in particular in the United States. Google will use this information to evaluate the visitor's use of the 4ART Website, compile reports on site activity for its publisher and provide other services relating to the activity of the 4ART Website and the use of the internet. The use of Google Analytics on the Website may also integrate Google Analytics Advertising Features, especially for marketing and remarketing purposes. Such features may include the use of first-party

cookies (Google Analytics cookies; <https://www.google.com/policies/technologies/types/>) and third-party cookies (such as the DoubleClick cookie).

² Google may release the data received to third parties if there is a legal obligation to do so or when the third parties process these data for the account of Google including, in particular, the publisher of the 4ART Website. Google will not cross-reference visitor's IP address with any other data held by Google. Visitors may deactivate the use of cookies by selecting appropriate parameters in the navigator. Please check the browser's cookie settings support pages regarding instructions to be followed. Google has itself developed and Opt-out Browser add-on that offers to optout of Google's Analytics program in relation to various browsers (including Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari and Opera). It is available on <https://tools.google.com/dlpage/gaoptout/>.

³ Please note however that deactivation of this kind might prevent the use of certain functions of the 4ART Website. By using the 4ART Website, visitors / Users specifically consent to the processing of Personal Data by Google under the conditions and for the purposes described above.

13.8 Data Sharing and Transfer

¹ Personal Data may be accessed, processed and stored as necessary for the uses stated in para. 13.5 above in accordance with this 4ART Privacy Policy. While 4ART Company may share Personal Data with agents and contractors in order to perform the functions listed above, including hosting services, we require that they treat Personal Data, and limit their use, in accordance with the standards specified in this 4ART Privacy Policy and according to the same security standards as those used by 4ART Company. The User understands and agrees that 4ART Company may transfer Personal Data to a third party for hosting or processing purposes. 4ART Company is not responsible for circumvention of any privacy settings or security measures contained on the 4ART Website. The User understands and acknowledges that, even after removal, copies of Personal Data may remain viewable in cached and archived pages or if other Users have copied or stored Personal Data.

² 4ART Company may share the collected information with outside companies or agents in relation to technological maintenance, hosting, payment processing (if applicable) or working on behalf of 4ART Company for the Website. Such transfer is made to help or participate in the Website's operation, in particular by managing, hosting or maintaining the Website, or to conduct research, monitor and analyze the network's status. 4ART Company shall create any required agreement with such outside companies or agents to ensure that data recipients guarantee adequate data protection at all times. The collected data may be passed on without restriction to any subsidiary or affiliates of 4ART Company, which shall guarantee and be subject to the same data protection requirements as 4ART Company. Personal Data collected through the contact form shall only be transferred, as the case may be, for the purpose of answering queries. Users expressly consent to a transmission of data between countries where it will be kept and used as appropriate, being specified that 4ART Company shall respect all applicable rules and regulations and shall adopt all required and necessary measures prior to the transmission of data abroad. 4ART Company may transfer the collected Personal Data to any government and law enforcement officials or private parties as it, in its sole discretion, believes necessary or appropriate to respond to claims and legal actions (including but not limited to subpoenas), to protect the property and rights of 4ART Company or a third party, to protect the safety of the public or any person, or to prevent or stop any activity that may be considered to be, or to pose a risk of being, illegal, unethical or legally actionable.

³ 4ART Company may transfer Personal Data to any other service providers for the purpose of delivering services to 4ART Company or its affiliated entities. Such service providers will process Personal Data and will be solely responsible for it after the transfer by 4ART Company. Users / visitors hereby expressly agree that 4ART Company may transfer their Personal Data to service providers located abroad, with a similar level of protection as Switzerland and that the providers will process Personal Data under their sole responsibility and be subject to the laws applicable in their country.

13.9 Big Data

¹ 4ART Company may use only non-identifiable aggregated data collected through the Service to analyze Website usage and system performance (“**Big Data**”). Big Data does not contain Personal Data (even by recoupment of information or of Personal Data). Users / visitors understand and agree that Big Data may be used by 4ART Company and shared with third parties in any manner. 4ART Company may share Big Data and/or aggregated information that does not include Personal Data or log data with third parties for analysis and other purposes.

13.10 Security

¹ 4ART Company uses standard technology and security precautions, rules and other procedures to protect personal information from unauthorized access, improper use, disclosure, loss or destruction. It is of the User’s or visitor’s personal responsibility to ensure that the computer that is used is adequately secured and protected against malicious software, such as Trojans, computer viruses and worm programs. 4ART Company has implemented suitable security policies, rules and technical measures to protect and safeguard the Personal Data under its control from unauthorized access, improper use or disclosure, unauthorized modification, unlawful destruction or accidental loss. All employees of 4ART Company and data processors that have access to, and are associated with the processing of Personal Data, are obliged to respect the confidentiality of user / visitor information.

² Users / visitors acknowledge that the use of the internet is not safe and that there are certain inherent risks to Personal Data. 4ART Company shall make reasonable efforts to protect Personal Data but it cannot guarantee or warrant that Personal Data is safe and protected from unauthorized third party access and theft and, therefore, waives all liability in this respect.

13.11 Access to the Data / Users’ rights regarding their Personal Data

¹ A User has the right to know whether and, if so, which Personal Data relating to the User 4ART Company processes, and may request a copy of such Personal Data.

² Within the scope of the applicable law, Users further have the right to correct or supplement their Personal Data, to object to the processing of their Personal Data or (under certain circumstances) to request the deletion of their Personal Data. Users may also defend themselves against the processing of certain Personal Data and may demand that data processing be restricted. Moreover, Users have the right to receive their personal data on a computer-readable data carrier and to transfer it to a third party. Please note that the restriction or deletion of personal data may conflict with contractual obligations and may make it impossible for 4ART Company, among other things, to fulfill agreements or to send any communications and invitations.

³ Users have the right to assert their data protection rights at any time.

⁴ For contact details reference is made to section 13.15 below. In this context, we reserve the right to correspond electronically (in particular by email).

⁵ If Users do not approve of 4ART Company's data processing, they may report this to the competent data protection authority. In Switzerland this is the Federal Data Protection and Information Commissioner (FDPIC).

13.12 Business Transfers

¹ 4ART Company may sell, transfer or otherwise share some or all of its assets, including Personal Data and Big Data, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy or insolvency event. Users / visitors consent to this 4ART Privacy Policy followed by the submission of Personal Data representing the explicit agreement to that transfer.

13.13 Links to other sites

¹ The 4ART Website may contain links to other sites. Other sites may also reference or link to the 4ART Website. This 4ART Privacy Policy does not apply to websites that are operated by third parties or under their control and are not affiliated with 4ART Company. 4ART Company is not responsible for the privacy policies or the content of such other sites.

13.14 How may we be contacted?

¹ If Users would like to assert their rights with respect to their Personal Data, have questions or concerns regarding the processing of Personal Data or have other questions in connection with data protection, they may contact us as follows:

4ARTechnologies Holding AG
Chamerstrasse 44
6331 Hünenberg
Switzerland

info@4art-technologies.com

14 Miscellaneous

¹ The User agrees 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.

² Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. 4ART Company may assign any of its rights and obligations under these Terms.

³ The failure of 4ART Company to enforce any of the provisions of these Terms or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these Terms.

⁴ The Terms govern the creation, allocation, distribution, ownership and use of 4ART Payment Token and supersede any public statements and other documentation about the launch of 4ART Payment Token and/or the Smart Contract System made by anyone in the past, present and future.

⁵ The applicable law is Swiss law. Any dispute arising out of or in connection with the creation, allocation, distribution, ownership or use of 4ART Payment Token, or the development and execution of the 4ART Project shall be finally settled by the ordinary courts of the registered domicile of 4ART Company.

⁶ Contact: 4ARTechnologies Holding AG, Chamerstrasse 44, 6331 Hünenberg, Switzerland, info@4art-technologies.com

1 January 2019

Appendix 1: Specific Terms of the Crowdcontribution

#	Parameter	Value
1	TOKEN NAME	4ART Payment Token
2	TICKER	4AC
3	PLATFORM	ERC20
4	DECIMALS	18
5	TOKEN SUPPLY	6'500'000'000
6	SUPPLY ROUNDS	Only one emission. Unsold and unreserved Token are kept as a reserve.
7	TOKEN USAGE	Means of payment in the art sector and to pay for 4ART Utility Token in connection with usage of the 4ART Software (price based on the exchange rate as traded on third party exchanges at the time of payment, discount possible at the discretion of 4ART Company or affiliated company)
8	INITIAL PRICE	1 4ART Payment Token = EUR 0.30
9	COUNTRY	Switzerland, Zug
10	RESTRICTED JURISDICTIONS	United States, Canada, China, Iran, Democratic People's Republic of Korea, Syria, Sudan, Cuba, Burma, Côte d'Ivoire and other countries according to the latest sanction lists of the EU, US, OECD or Switzerland
11	KYC	Yes, level of KYC checks depending on amount of investment
12	ICO PHASES	Pre-Sale & Crowdsale
13	BONUSES	Available: <ul style="list-style-type: none"> - Pre-sale round 1: Approx. 73% - Pre-sale round 2: Approx. 67% - Pre-sale round 3: Approx. 33%
14	ACCEPTED CURRENCIES	BTC, ETH, LTC, FIAT (CHF, EUR)
15	HARDCAP - ICO	EUR 250 million
16	SOFTCAP - ICO	EUR 15 million
17	MIN INVESTMENT	EUR 500
18	MAX INVESTMENT	Unrestricted
19	TOKEN DELIVERY	Shortly after receipt of contribution and completion of KYC/AML checks (in no case later than 60 days after receipt of contribution)
20	PRE-SALE	<ul style="list-style-type: none"> - Round 1: Closed group <ul style="list-style-type: none"> - From 25 June 2018 until 8 July 2018 - Maximum token supply: 312.5 million - Price: EUR 0.08 - Round 2: Pre-Sale <ul style="list-style-type: none"> - From 9 July 2018 until 30 August 2018 - Maximum token supply: 300 million - Price: EUR 0.10 - Round 3: ICO Early Bird <ul style="list-style-type: none"> - From 31 August 2018 until 30 October 2018 - Maximum token supply: 300 million - Price: EUR 0.20
21	CROWDSALE	From 31 October 2018 until 31 December 2018 Maximum token supply: 450 million billion Price: EUR 0.30
22	TOKEN ALLOCATION	<ul style="list-style-type: none"> - Closed group, pre-sale and crowdsale: 1'362.5 million - Allocation to future 4ART Utility Token (and, therefore, these 4ART Payment Tokens will be burnt after the Crowdcontribution): 2'991.5 million - First subscription: 1'500 million - Affiliate programs: 364 million - Flexible token pot: 100 million

		<ul style="list-style-type: none">- Bounty program: 65 million- Partnerships: 39 million- Core team: 39 million- Advisors: 39 million
23	LOCK PERIOD	<p>Closed group: 6 months</p> <p>First subscription:</p> <ul style="list-style-type: none">- Year 1: 85%- Year 2: 75%- Year 3: 60%- Year 4: No restrictions <p>Core team:</p> <ul style="list-style-type: none">- Year 1: 85%- Year 2: 60%- Year 3: No restrictions

APPENDIX 2: RESTRICTIONS FOR US PERSONS OR PERSONS RESIDING IN A COUNTRY UNDER UN-, EU-, CH- OR US- EMBARGO JURISDICTION

If You are a US Person or if you are located in the United States of America:

4ART TOKEN WILL NOT BE AND HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE US SECURITIES ACT OF 1933, AS AMENDED ("US SECURITIES ACT") OR ANY STATE SECURITIES LAWS OF THE UNITED STATES OF AMERICA ("US"). "US" MEANS THE UNITED STATES OF AMERICA, ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA.

THESE TERMS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF 4ART TOKEN MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY 4ART TOKEN BE OFFERED OR SOLD OR DELIVERED, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS RESIDING OR LOCATED IN THE US OR TO OR FOR THE ACCOUNT OR BENEFIT OF US PERSONS AS DEFINED IN REGULATIONS UNDER THE US SECURITIES ACT ("US PERSON").

IF YOU ARE A US PERSON OR IF YOU ARE LOCATED OR RESIDING IN THE US, YOU MAY BE SUBJECT TO REGULATORY, CRIMINAL OR FRAUD ENFORCEMENT ACTIVITIES IF YOU PARTICIPATE TO THE CROWDCONTRIBUTION. YOU ARE THEREFORE NOT ENTITLED TO PARTICIPATE TO THE CROWDCONTRIBUTION AND MAY NEITHER DIRECTLY NOR INDIRECTLY PURCHASE 4ART TOKEN THROUGH ANY MEANS, BE IT ON THE PRIMARY OR THE SECONDARY MARKET, IF YOU ARE A US PERSON OR IF YOU ARE LOCATED IN THE US.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU ARE NOT A US PERSON OR THAT YOU ARE NOT SUBJECT TO THE U.S JURISDICTION.

IF YOU PARTICIPATE TO THE CROWDCONTRIBUTION, YOU REPRESENT AND WARRANT THAT:

- YOU ARE NOT A US PERSON;
- YOU ARE NOT RESIDING OR LOCATED IN THE US AND ARE NOT PARTICIPATING IN THE CROWDCONTRIBUTION FROM THE US;
- YOU ARE NOT ACTING ON BEHALF OF A PRINCIPAL WHO IS A US PERSON OR LOCATED INSIDE THE US;
- YOU ARE NOT GIVING AN ORDER TO PARTICIPATE IN THE CROWDCONTRIBUTION FROM THE US

THE 4ART COMPANY WILL TAKE TECHNICAL MEASURES TO MAKE SURE YOU CANNOT PARTICIPATE TO THE CROWDCONTRIBUTION FROM THE U.S ("US BAN"). IF

YOU, VIA TECHNICAL AND / OR OTHER MEANS CIRCUMVENT 4ART COMPANY'S US BAN, 4ART COMPANY WILL HAVE FULFILLED ITS DUTY AND WILL NOT BE HELD LIABLE FOR BREACH OF ANY US REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE US SECURITIES ACT ("**BREACH**").

IN CASE 4ART COMPANY OR ANY OF ITS AFFILIATED ENTITIES IS HELD LIABLE ANYHOW DUE TO SUCH BREACH, YOU AGREE TO FULLY INDEMNIFY 4ART COMPANY AND ANY OF ITS AFFILIATED ENTITIES FOR ANY DAMAGE OR LOSS (INCLUDING REPUTATIONAL) INCURRED AS A RESULT OF SUCH BREACH, INCLUDING, BUT NOT LIMITED TO ANY PENALTY, ATTORNEY'S OR COURT FEES.

If You are residing in a country under UN-, EU-, CH- or US- embargo jurisdiction:

THESE TERMS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF 4ART TOKEN MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY 4ART TOKEN BE OFFERED OR SOLD OR DELIVERED, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS RESIDING OR LOCATED IN COUNTRIES SUBJECT TO A UN-, EU-, CH- OR US EMBARGO JURISDICTION.

ANY RESIDENTS OR CITIZENS OF ANY OTHER GEOGRAPHIC AREA THAT IS SUBJECT TO UN, US-, EU-, CH- OR ANY OTHER SOVEREIGN COUNTRY SANCTIONS OR EMBARGOES OR HAS ANY AFFILIATION TO SUCH SANCTIONS SHALL NOT BE ENTITLED TO USE THE WEBSITE AND PARTICIPATE IN THE CROWDCONTRIBUTION.

IF YOU ARE LOCATED OR RESIDING IN A UN-, EU-, CH- OR US EMBARGO JURISDICTION, YOU MAY BE SUBJECT TO REGULATORY, CRIMINAL OR FRAUD ENFORCEMENT ACTIVITIES IF YOU PARTICIPATE TO THE CROWDCONTRIBUTION.

YOU ARE THEREFORE NOT ENTITLED TO PARTICIPATE TO THE 4ART CROWDCONTRIBUTION AND MAY NEITHER DIRECTLY NOR INDIRECTLY PURCHASE 4ART TOKEN THROUGH ANY MEANS, BE IT ON THE PRIMARY OR THE SECONDARY MARKET, IF YOU ARE RESIDING IN A COUNTRY UNDER UN-, EU-, CH- OR US EMBARGO JURISDICTION.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU ARE NOT RESIDING IN A COUNTRY UNDER UN-, EU-, CH- OR US EMBARGO JURISDICTION AND THAT YOU ARE NOT SUBJECT TO ANY SUCH JURISDICTIONS.

IF YOU PARTICIPATE TO THE CROWDCONTRIBUTION, YOU REPRESENT AND WARRANT THAT:

- YOU ARE NOT LOCATED IN A COUNTRY UNDER UN-, EU-, SWISS- OR US EMBARGO JURISDICTION;

- YOU ARE NOT PARTICIPATING TO THE CROWDCONTRIBUTION FROM ANY COUNTRY UNDER UN-, EU-, SWISS- OR US EMBARGO JURISDICTION;
- YOU ARE NOT ACTING ON BEHALF OF A PRINCIPAL LOCATED IN ANY COUNTRY UNDER UN-, EU-, SWISS- OR US EMBARGO JURISDICTION;
- YOU ARE NOT GIVING AN ORDER TO PARTICIPATE IN THE CROWDCONTRIBUTION FROM ANY COUNTRY UNDER UN-, EU-, SWISS- OR US EMBARGO JURISDICTION.

4ART COMPANY WILL TAKE TECHNICAL MEASURES TO MAKE SURE YOU CANNOT PARTICIPATE TO THE CROWDCONTRIBUTION FROM A COUNTRY UNDER UN-, EU-, SWISS- OR US EMBARGO JURISDICTION ("**BAN**"). IF YOU, VIA TECHNOLOGICAL AND/OR OTHER MEANS CIRCUMVENT THESE MEASURES AND 4ART COMPANY'S BAN, 4ART COMPANY AND ITS AFFILIATED ENTITIES WILL HAVE FULFILLED THEIR DUTY AND WILL NOT BE LIABLE FOR BREACH OF ANY UN-, EU-, CH- OR US EMBARGO RESTRICTIONS ("**BREACH**").

IN CASE 4ART COMPANY OR ANY OF ITS AFFILIATED ENTITIES IS HELD LIABLE ANYHOW DUE TO SUCH BREACH, YOU AGREE TO FULLY INDEMNIFY 4ART COMPANY FOR ANY DAMAGE OR LOSS (INCLUDING REPUTATIONAL) INCURRED AS A RESULT OF SUCH BREACH, INCLUDING, BUT NOT LIMITED TO ANY PENALTY, ATTORNEY'S OR COURT FEES.