

TRECENTO TOKEN SALE TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE OR PURCHASING THE TRECENTO TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH TRECENTO CAPITAL SA. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF THE TRECENTO TOKENS AND NAVIGATE AWAY FROM THE TRECENTO WEBSITE.

GENERAL SALE RESTRICTIONS

The TRECENTO Token Sale consists of a public sale of the TRECENTO Tokens in Switzerland.

The TRECENTO Token also consists of a sale to investors in certain jurisdictions other than Switzerland, provided that such sale is not subject to specific limitations under such applicable laws and complies with the requirements - including content requirement, if any - of such applicable laws.

The information contained herein shall not constitute an offer to sell or the solicitation of an offer to buy the TRECENTO Token in any jurisdiction in which such offer or solicitation would be unlawful prior to registration, exemption from registration or qualification under applicable laws and regulation of any jurisdiction, including securities laws of any jurisdiction.

Persons into whose possession these Terms may come are expressly required to inform themselves about applicable laws and regulations as well as to observe and comply with such restrictions. These Terms may not be communicated, used for or in connection with any offer to, or solicitation by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorized or is unlawful.

These Terms are not for release, publication, circulation and distribution, and the TRECENTO Token Sale is excluded, directly or indirectly, in or into the United States (including its territories and dependencies, any state of the United States and the District of Columbia), Canada, North Korea, Iran, Myanmar, Afghanistan, Angola, Aruba, Bangladesh, Belarus, Benin, Bhutan, Bolivia, Botswana, Brunei Darussalam, Burkina Faso, Bosnia, Burundi, Cambodia, Cameroon, Cape Verde, Central Africa republic, Chad, Comoros, Congo, Congo Democratic republic, Cuba, Cote d'Ivoire, Djibouti, Dominica, Ecuador, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guatemala, Guyana, Guinea, Guinea Bissau, Haiti, Honduras, Iraq, Jordan, Kenya, Kyrgyz Republic, Laos People's Republic, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Micronesia, Moldova, Mongolia, Mozambique, Nauru, Nepal, New Caledonia, Nicaragua, Niger, Nigeria, Niue, Oman, Pakistan, Palestinian Areas, Papua New Guinea, Reunion, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Somalia, South Georgia, Sudan, Sri Lanka, Suriname, Syria, Swaziland, Tajikistan, Tanzania, Timor, Togo, Tonga, Tunisia, Turkmenistan, Uganda, USA, Uzbekistan, Venezuela, Western Sahara, Yemen, Zambia, Zimbabwe or any jurisdiction into which the same would be unlawful (the "**Restricted Countries**").

In particular, these Terms do not constitute or form a part of any offer or solicitation to purchase, subscribe for or otherwise acquire securities in the Restricted Countries. The list of such Restricted Countries is not exhaustive and may be adapted at any time. Moreover, the Website (as such term is later defined) may contain additional restricted countries and other restrictions.

Residents, citizens and/or green card holders for the USA, or a person located or domiciled, including without limitation, any corporation or partnership created or organized in or under the relevant applicable laws, of the Restricted Countries shall not purchase or attempt to purchase the TRECENTO Tokens ("**Restricted Person(s)**"). Restricted Persons that participate in the TRECENTO Token Sale by

providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these Terms and shall indemnify the Company in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms.

No action has been or will be taken by the Company (as such term is later defined) that would, or is intended to, permit a public offering of the TRECENTO Tokens, or possession or distribution of these Terms or any other offering material, in any country or jurisdiction other than Switzerland where action for that purpose is required.

Each investor must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells TRECENTO Tokens, in all cases at its own expense, and must obtain any consent, approval or permission required for the purchase, offer or sale by it of TRECENTO Tokens under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and the Company shall not have any responsibility therefore.

Investors should not construe anything in these Terms as legal, business or tax advice. Each investor should consult its own advisors as needed to make its decision and to determine whether it is legally permitted to purchase the TRECENTO Tokens under applicable laws and regulations.

In addition, the "selling restrictions" below are expressly reserved.

SPECIFIC SELLING RESTRICTIONS

It is not intended that the TRECENTO Token be registered in any jurisdiction. Potential investors should note that participation in the TRECENTO Token Sale is subject to limitations imposed by applicable laws in various jurisdictions. The list below is not exhaustive and may be adapted at any time. Moreover, the Website (as such term is later defined) may contain additional restrictions.

USA

The TRECENTO Tokens will not be registered under the US Securities Act of 1933, as amended or under any securities laws of any state or other jurisdiction of the United States and may not be offered, sold, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, within the United States and/or to US persons (as such term is defined under the US Securities Act of 1933 and/or any other US regulation), including to "accredited investors" under regulation D and/or S.

The TRECENTO Tokens have not been approved or disapproved by the US Securities and Exchange Commission, any state's securities commission in the United States or any US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the TRECENTO Tokens or the accuracy or adequacy of this announcement. Any representation to the contrary is a criminal offence in the United States.

United Kingdom

The information contained herein does not constitute an offer of securities to the public in the United Kingdom nor in any other jurisdictions.

These Terms may be directed at (i) persons who are outside the United Kingdom or (ii) to investment professionals falling within article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**") or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"), at the exclusion of any other person.

European Economic Area (EEA)

The TRECENTO Tokens are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such TRECENTO Tokens will be engaged in only with, qualified investors, provided that such offer complies with the Member State private placement exemptions. Any person who is not a qualified investors should not act or rely on these Terms or any of its contents. Any offer of the TRECENTO Token that may be deemed to be made pursuant to this communication in any EEA Member State that has implemented Directive 2003/71/EC (together with any applicable implementing measures in any Member State, the "**Prospectus Directive**") is only addressed to qualified investors in that Member State within the meaning of the Prospectus Directive, provided that such offer complies with the Member State private placement exemptions.

TERMS AND CONDITIONS

These Terms govern the purchase by you (the "**Purchaser**" or "**you**") of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the "**TRECENTO Tokens**" or "**TOT**") from Trecento Capital SA, a private limited company incorporated in Switzerland, whose registered office is c/o Ochsner & Associés, 1, place de Longemalle, 1204 Geneva, with a share capital of CHF 100'000.- divided into 100 registered shares of CHF 1'000.- each, half paid-in ("**Trecento Capital SA**", together with its parent company, subsidiaries and affiliates, the "**Company**" or "**us**", "**our**", "**we**") during the TRECENTO Tokens sale period (the "**Sale Period**"). The Purchaser and the Company are herein referred to individually as a "**Party**" and collectively, as the "**Parties**".

These Terms take effect when you (1) click an "**I have read, understood and hereby agree with the Terms**" button, check box or other indicator of agreement presented with these Terms and (2) when we receive payment in full ("**Effective Date**"). By purchasing the TRECENTO Tokens from us during the TRECENTO Token Sale, you will be bound by these Terms and all terms incorporated by reference.

If you have any questions relating to these Terms, please contact us at contact@trecento-bc.com before you click to accept them.

You and the Company agree as follows:

1. Purpose and Use of Tokens in Connection with the Investment Management Platform

The purpose of the TRECENTO Tokens is to confer digital access rights to services where community members have the ability to put their own analysis on ICO, on cryptocurrencies and crypto assets, blockchain, startups or any other analysis related to the Blockchain and Crypto assets world (the "**Services**"), as facilitated through a decentralized investment management platform of the Company (the "**Platform**").

Additional information to illustrate the Services and the Platform are provided in the White Paper (the "**White Paper**"), available on the Company's website at <https://trecento-blockchain.capital> (the "**Website**"). However, the information on the White Paper are for information purposes only. In addition, **the White Paper may be updated or amended at any time by the Company**. Only these Terms contain the TRECENTO Tokens purchase conditions and are contractually binding. When deciding to purchase or not a TRECENTO Token, the Purchaser shall rely on these Terms, not the White Paper.

The TRECENTO Tokens do not confer any rights other than rights relating to the provision and receipt of Services in the Platform.

In particular, you understand and accept that the TRECENTO Tokens do not represent, constitute or confer:

a) any ownership right or stake, share, equity, participation rights, bond, debt instrument, collective investment schemes, structured products, derivatives or any other financial instrument or investment or investment carrying equivalent or comparable rights. As the Platform has not yet being developed, the TRECENTO Tokens might be considered as having an investment purpose and might be thus treated by FINMA as a security (*valeurs mobilières / Effekte*) under Swiss laws and regulation.

b) any right to receive future revenues, shares, intellectual property rights or any other form of participation or governance rights from, in, or relating to the Platform and/or Company and its corporate affiliates, other than the ability to use the TRECENTO Tokens in connection with the Services in the Platform, subject to these Terms; or

c) any form of money or legal tender in any jurisdiction or any representation of money, including electronic money, in particular that TRECENTO Tokens are not payment tokens as such term has been defined in the Swiss Financial Market Supervisory Authority (FINMA) Guidelines on ICOs published on February 16, 2018 ("**FINMA Guidelines on ICO**").

We make no warranties of title or implied warranties of merchantability of fitness for a particular use with respect to the TRECENTO Tokens or their functionality, features, purpose, or attributes outside the Services in the Platform.

2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of the TRECENTO Tokens from us during the Sale Period.

Any use of the TRECENTO Tokens in connection with the Services or Platform may be governed by other applicable terms and policies (collectively, the "**Platform Terms and Policies**"). Any Platform Terms and Policies we promulgate will be available on the Website. We may add terms or policies to the Platform Terms and Policies in our sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein.

To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of TRECENTO Token in connection with the Services or Platform.

3. Cancellation; Refusal of Purchase Requests

Your purchase of the TRECENTO Tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation.

No payment in cryptocurrencies and official currency will be accepted by the Company until you have fulfilled all the requirements of the KYC process.

To the extent that we refuse or reject a payment, we will exercise reasonable endeavors to secure that the payment is returned to the wallet from which it was made. However, we do not warrant, represent, or offer any assurances that we will be able to successfully recover and/or return such payments, and, in any event, you accept that any return of your payment will be net of any mining fees and other transfer fees applied at the time the payment is made and thereafter until returned, if so returned.

4. TRECENTO Token Sale Procedures and Specifications

Important information about the procedures and material specifications of our TRECENTO Token sale is provided in **Exhibit A**, including, but not limited to, details regarding the timing and pricing of the TRECENTO Token sale, the amount of TRECENTO Tokens we will sell, and our anticipated use of the TRECENTO Token sale proceeds (the "**TRECENTO Token Sale**"). By purchasing the TRECENTO

Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications.

In relation to the TRECENCO Tokens, you duly acknowledge that:

- a) No right comparable to the one of equity or bonds. The TRECENCO Tokens are not commodities, swaps on commodities or a financial instrument of any kind. As the Platform has not yet being developed, the TRECENCO Tokens might be considered as having an investment purpose and might be thus treated by FINMA as a security under Swiss laws and regulation. That being said, the TRECENCO provides with no right comparable to the ones of a share, participation right, bond, structured product, collective investment schemes or derivative. Purchases and sales of the TRECENCO Tokens are not subject to the protections of any laws governing those types of financial instruments. The TRECENCO tokens are not subject to the authorization or supervision by the FINMA.

In case the TRECENCO Tokens were to be considered as a security under Swiss law, Trecento Capital SA considers that they should qualify exclusively as uncertificated securities. According to Section 3.2 of the FINMA Guidelines on ICO "*uncertificated securities are defined as rights which, based on a common legal basis (articles of association/issuance conditions), are issued or established in large numbers and are generally identical. Under the Code of Obligations (CO), the only formal requirement is to keep a book in which details of the number and denomination of the uncertificated securities issued and of the creditors are recorded (Art. 973c para.3 CO). This can be accomplished digitally on a blockchain*". Notwithstanding the qualification of the TRECENCO Tokens and in any circumstances, Trecento Capital SA undertakes to comply with the requirement under Swiss law to keep a book in which details of the number and denomination of such uncertificated securities, if any, issued and of the creditors are recorded.

These Terms and all other documents referred to in these Terms - including the White Paper - do not constitute a financial instrument offering document, and are not an offer to sell, nor the solicitation of an offer to buy a commodity, or a swap on commodity or any other type of financial instrument or a security comparable to a share, participation right, bond, structured product, collective investment schemes or derivative.

- b) Not a payment token/cryptocurrency. The TRECENCO Tokens will also allow free management fees and a discount on performance fees during the first year as described in the Whitepaper. The issuance of the TRECENCO Tokens should not be subject to the Swiss Anti-Money Laundering Act (AML) given that the payment function is by default an accessory function of the TRECENCO token and that it is exclusively used within the Company's Ecosystem and Platform. The TRECENCO Tokens shall not be considered as a mean of payment (that can be used on a third party's platform to acquire goods or services) under the AML or be deemed to be a "payment token/cryptocurrency" as such term has been defined in the FINMA's ICO Guidelines.
- c) No Representations and Warranties. The Company does not make any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the TRECENCO Tokens or their utility, or the ability of anyone to purchase or use the TRECENCO Tokens. The TRECENCO Tokens may have no intrinsic value and may have no market value. Without limiting the foregoing, the Company does not represent or warrant that the process of purchasing the TRECENCO Tokens or receiving the TRECENCO Tokens will be uninterrupted or error-free or that the TRECENCO Tokens are reliable and error-free. As a result, you acknowledge and understand that you may never receive the TRECENCO Tokens and may lose the entire amount you paid to the Company. You shall provide an accurate digital wallet address to

Company for receipt of any TRECEN TO Tokens distributed to you. The Company is not responsible for inaccuracies in digital wallet addresses provided to the Company.

- d) Not for Speculation. You acknowledge and agree that you are not purchasing the TRECEN TO Tokens for purposes of speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes, in view of being a future user of the Services of the Platform.
- e) Company's Use of Proceeds. You acknowledge and understand that the proceeds from the TRECEN TO Token Sale will be used by Company in its sole discretion and, as described in the White Paper.

If you did not understand any of the concepts identified in these Terms or in the White Paper, please contact us at contact@trecento-bc.com before agreeing to the Terms. By agreeing to the Terms, you confirm that you understood any and all concepts described in these Terms and the White Paper to your satisfaction.

5. No Other Rights Created

The purchase of TRECEN TO Tokens: (a) does not provide you with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any dividend, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to the Company; and (c) does not provide you with any ownership or other interest in the Company.

The Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of Company's intellectual property for any reason without Company's prior written consent.

6. Acknowledgment and Assumption of Risks

You expressly acknowledge that you have carefully reviewed, understand and assume the risks associated with purchasing, holding and using the TRECEN TO Tokens in connection with the Services and the Platform, as disclosed and explained in **Exhibit B**. If you have any questions regarding these risks, please contact us at contact@trecento-bc.com. BY PURCHASING THE TRECEN TO TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

7. Security

- a) Your Security. You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold the TRECEN TO Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your TRECEN TO Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address or your TRECEN TO Tokens and (iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of your private keys or any device associated with your account or you are not able to provide your login or identifying credentials, you may lose all of your TRECEN TO Tokens and/or access to your account. The Company is under no obligation to recover any TRECEN TO Tokens and you acknowledge, understand and agree that all purchases of TRECEN TO Tokens

are non-refundable and you will not receive money or other compensation for any TRECEN TO Tokens purchased.

- b) Additional Information. You undertake to provide us, or our nominee, immediately upon request, with any information we deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we or our nominee may keep a copy of such information.
- c) Your Information. We may use aggregate statistical information about your activity, including your activity on the Website or Platform, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of the TRECEN TO Tokens. However, we will not release your personally-identifying information to any third party without your consent, except as not prohibited by law or as set forth in these Terms or the Platform Terms and Policies, all of which you have agreed to.
- d) KYC Process. You accept that you will receive your TRECEN TO Tokens only after having successfully passed through our KYC process. This means that the TRECEN TO Tokens will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening you will not receive your TRECEN TO Tokens. No payment in cryptocurrencies or in official currency will be accepted by the Company until you have fulfilled all the requirements of the KYC process.

8. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling of the TRECEN TO Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell the TRECEN TO Tokens to you until you provide such requested information and we have determined that it is permissible to sell you the TRECEN TO Tokens under applicable law or regulation.

Please refer to our [Privacy Policy](#) of our Website for information about how we collect, use and share your information.

9. Taxes

The purchase price that you pay for the TRECEN TO Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of the TRECEN TO Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of the TRECEN TO Tokens.

10. Representations and Warranties

By purchasing the TRECEN TO Tokens, you represent and warrant that:

- (a) You have read and understood these Terms (including all Exhibits and the totality of the White Paper to which these Terms also apply);
- (b) You are not a Restricted Person;
- (c) You are an Eligible Purchaser;

(d) You have the necessary authority and consent to accept these Terms, to enter into a binding agreement with the Company and to perform the obligations set out herein;

(e) The acceptance of these Terms and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound or (d) any laws, regulations or rules applicable to Purchaser;

(f) The execution and delivery of, and performance under these Terms require no approval or other action from any governmental authority or person other than you;

(g) You have all requisite power and authority to execute and deliver these Terms, to purchase the TRECENTO Tokens and to carry out and perform your obligations under these Terms;

(h) If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase the TRECENTO Tokens;

(i) If you are an entity, the Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business;

(j) You have sufficient knowledge and experience in business matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Purchaser's purchase of the TRECENTO Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of TRECENTO Tokens, and liability to the Company and others for its acts and omissions, including with limitation those constituting breach of these Terms, negligence, fraud or willful misconduct;

(k) You have obtained sufficient information about the Company and the TRECENTO Tokens to make an informed decision to purchase the TRECENTO Tokens;

(l) You understand that the TRECENTO Tokens confer only the right to provide and receive Services in the Platform and confer no other rights of any form with respect to the Platform or the Company or its corporate affiliates, including, but not limited to, any dividend, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(m) You are purchasing the TRECENTO Tokens to provide or receive Services in the Platform. You are not purchasing the TRECENTO Tokens for any other uses or purposes, including, but not limited to, any speculative or other financial purposes;

(n) Your purchase of the TRECENTO Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the TRECENTO Tokens, using the TRECENTO Tokens in the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(o) You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, redemption, sale, or transfer of the purchase of the TRECENTO Tokens;

(p) You are purchasing the TRECENTO Tokens for yourself or as a duly authorized representative of an entity;

(q) If you are purchasing the TRECENTO Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

(r) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty or administrative act;

(s) You understand and accept the risks of contributing to early stage blockchain start-up business and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms;

(t) You understand, acknowledge and assume the risks associated with the purchase, holding and use of the TRECENTO Tokens in connection with the Services and Platform, as explained and disclosed in Section 6 and **Exhibit B** and that you are able to bear such risks. You can afford to suffer the complete loss of the purchase price and the TRECENTO Tokens;

(u) The funds, including any fiat, virtual currency or cryptocurrency, you use to purchase the TRECENTO Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing under AML or any other applicable anti-money laundering rules, and you will not use the TRECENTO Tokens to finance, engage in, or otherwise support any unlawful activities;

(v) All payments by you under these Terms will be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a " non-cooperative country or territory" by the Financial Action Task Force;

(w) To the extent required by applicable law, you comply with AML, any other applicable anti-money laundering rules including, but not limited to (a) any applicable money laundering statutes of all jurisdictions in which you are located, resident, organized or operate, and the rules and regulations thereunder, and/or (b) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which you are subject;

(x) Neither you, nor any person having a direct or indirect beneficial interest in you or the TRECENTO Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of the TRECENTO Tokens (i) is subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the Swiss Secretariat of Economic Affairs (SECO) or any equivalent foreign (i.e. non-Swiss authority), (ii) is located, organized or resident in Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (iii) is listed in any Sanctions-related list of sanctioned persons, (iv) is a citizen or resident of, or located in, a geographic area that is subject to Swiss, EEA Member States or other sovereign country sanctions or embargoes, (v) listed on the European Commission's consolidated list of Restrictive measures in force, (vi) listed on the French *Direction du Trésor* summary table of restrictive measures by country, (viii) listed on the United States Department of Treasury's OFAC website, is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (i) through (viii) and/or (ix) is otherwise a party with which Company is prohibited from dealing with under applicable laws;

(y) You will provide to the Company, or to our nominee, immediately upon request, information and documents that Company, in our sole discretion, deems necessary or appropriate in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies or any judicial process. Such information or documents may include but are not limited to, passports, driver's licenses, utility bills, photographs,

government identification cards or sworn statements, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized formation documents, and we, or our nominee, may keep a copy of such information and disclose such information and documents in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that the Company may refuse to distribute the TRECENTO Tokens to you until such requested information is provided;

(z) You agree not to allow anyone to use your wallet or share your user credentials with any other person for the purpose of facilitating their unauthorized access to the TRECENTO Token Sale. If you do share your user credentials with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the TRECENTO Token Sale through the use of your user credentials. We reserve the right to suspend or block your access to the TRECENTO Token Sale upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your user credentials.

11. Anti-money laundering

To the extent required by any applicable law, you hereby confirm that you comply with all anti-money laundering and counter-terrorism financing requirements.

As part of the Company's responsibility for the prevention of money laundering and the financing of terrorism, the Company and its affiliates, subsidiaries, associates or service providers may require a detailed verification of your identity, any beneficial owner underlying the account and the source of the payment.

The Company and other service providers engaged to provide "know-your-customer" or anti-money laundering-related services to the Company (any such other service provider, an "**AML Provider**") reserve the right to request such information as is necessary to verify your identity and the underlying beneficial owner or owners of the TRECENTO Tokens.

In the event of delay or failure by you in producing any information required for verification purposes, the Company may refuse to accept your offer to purchase the TRECENTO Tokens. No payment in cryptocurrencies or official currency will be accepted by the Company until you have fulfilled all the requirements of the "know-your-customer" process.

You will be required to make such representations to the Company and to any AML Provider, as the Company or such AML Provider shall require in connection with applicable anti-money laundering programs or regulations, including, without limitation, representations such as under Section 10 (x) above.

You also represent to the Company and to any AML Provider that amounts contributed by you were not directly or indirectly derived from activities that may contravene the laws and regulations of Switzerland or other international laws and regulations, including anti-money laundering laws and regulations.

The Company undertakes (i) to comply with the OECD guidelines that may be applicable to its business (<http://mneguidelines.oecd.org/guidelines>), and more specifically (ii) to answer in full transparency and cooperation to the tax information request submitted by foreign tax administrative, judicial or regulatory authorities.

12. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors,

consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by Company Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise arising from or relating to: (i) your purchase or use of the TRECENTO Tokens in violation of these Terms, the Platform Terms and Policies or any other applicable terms, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, the Platform Terms and Policies or any other applicable terms, (iv) any inaccuracy in any representation or warranty of Purchaser; (v) your violation of any rights of any other person or entity which is a user of the Platform; and/or (vi) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct. For avoidance of doubt, nothing contained herein shall limit or restrict the Company Parties' right to maintain or recover any amounts in connection with any action or claim based upon intentional misstatement, fraudulent misrepresentation, gross negligence or deceit.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 12(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

13. Disclaimers

The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from (i) reliance on any information contained in the Whitepaper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US (A) THE TRECENTO TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TRECENTO TOKENS (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT, ERROR-FREE, OR DEFECT-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TRECENTO TOKENS OR THE DELIVERY MECHANISM FOR THE TRECENTO TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND THAT TOKENS, DISTRIBUTED LEDGER TECHNOLOGY, THE ETHEREUM PROTOCOL, AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

TRANSACTIONS USING DISTRIBUTED LEDGER TECHNOLOGY, SUCH AS THOSE INVOLVING THE TRECENTO TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, DISTRIBUTED LEDGER FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK.

14. Limitation of Liability

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE TRECENTO TOKEN SALE OR USE OF THE TRECENTO TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TRECENTO TOKENS.
- (b) THE LIMITATIONS SET FORTH IN THIS SECTION 14 (a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

15. Release

To the fullest extent permitted by applicable law, you release the Company Parties from responsibility, liability, claims, demands, and/or damages (direct and indirect) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties.

YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

16. Data Protection

We collect personal data from a variety of sources which include personal data you give us directly, for instance through the Platform or upon an information request in accordance with Section 10(y) of these Terms and Conditions, or that we collect automatically or from other sources (the “**Personal Data**”; see section 1.1. of the Data Privacy Policy).

In order to access the Platform and provide or receive services therein or otherwise use and interact with the Platform, you hereby accept the Company Privacy Policy which sets out the terms and conditions under which your Personal Data is collected, stored, processed and shared (as well as your individual rights under applicable data protection laws) in connection with your use of the Platform.

Please refer to our [Privacy Policy](#) for further information.

17. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a) Binding Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement, including the validity, invalidity, breach or termination thereof, shall be decided by arbitration pursuant to the International Arbitration Rules of the Swiss Chamber of Commerce ("**Rules**") in force at the date at which the notification of arbitration is formally deposited in accordance with the Rules.

The number of arbitrators shall be one. The seat of the arbitration shall be in Geneva. The arbitral proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties.

- b) No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to these Terms is personal to you and the Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- c) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the dispute informally. Notice to the Company shall be sent by e-mail to the Company at **contact@trecento-bc.com**. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding.
- d) Governing Law and Venue. These Terms shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Switzerland, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily

applicable by statute and would permit or require the application of the laws of another jurisdiction.

18. Miscellaneous

- a) Assignment. You shall not assign these Terms without the prior written consent of the Company. Any assignment or transfer in violation of this Section 18 will be void. The Company may assign these Terms to an affiliate. Subject to the foregoing, 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. Any purported assignment in violation of this provision shall be void.
- b) Entire Agreement. These Terms, including the exhibits below and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Company Party about the TRECENTO Tokens. To the extent any of the exhibits or materials incorporated by reference contradict anything contained in these Terms, the provisions of these Terms shall prevail. No Party shall be liable or bound to other Party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.
- c) Severability. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- d) Modification of Terms. We may modify these Terms at any time by, at our sole discretion, posting a revised version on the Company Website, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Company Website and other channels regularly for modifications. Your continued use of the TRECENTO Tokens after any modification become effective constitutes your acceptance of the modification. Please contact us by email at **contact@trecento-bc.com** if you do not accept any modifications. We last modified these Terms on the date listed at the beginning of these Terms.
- e) No Waivers. The failure by the Company to exercise or enforce any right or provision of these Terms will not constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
- f) No Partnership; No Agency; No Third Party Beneficiaries. Nothing in these Terms and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other Party. These Terms do not create any third party beneficiary rights in any person.
- g) Electronic Communications. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively "**Communications**") that the Company provides in connection with your purchase of the

TRECENTO Tokens. You agree that the Company may provide these Communications to you by posting them on the Website, by emailing them to you at the email address you provide and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to **contact@trecento-bc.com**. If you decline or withdraw consent to receive electronic Communications, the Company may suspend or terminate your ability to purchase the TRECENTO Tokens.

- h) Force majeure. You understand and agree that the Company shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, change of legislation because tokens are new and not regulated, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Exhibit A

Token Sale Procedures and Specifications

1. TRECENTO Token Price

The price per TRECENTO Token will be 1€ in either Bitcoin, Ether, Litecoin, Dash, Doge, EUR and USD. The Company reserves its rights to accept also other type of tokens for the subscription of the TRECENTO Tokens at the exclusion of any asset/security token. BTC and ETH shall be valued as of 12:01 am GMT based on the average conversion rate USD-ETH of one online platforms coinmarketcap.com on the date of execution of the payment. USD shall be valued as quoted in the exchange rate published by the United States Federal Reserve at 12pm EST on the date of execution of the payment, according to the procedures set forth in Section 3 of this **Exhibit A**. The Company reserves the right to change the price per the TRECENTO Token, at its sole discretion, during the Sale Period.

2. Commencement, Duration and Completion of TRECENTO Token Sale

The Company will conduct the Sale Period, which will begin at 14h00 on 1st October 2018 (the "**Launch Date**") and end on Midnight on the 30 November 2018 or when 20,000,000 euros has been received, whichever is earlier.

3. Procedures for Buying and Receiving the TRECENTO Tokens

To purchase the TRECENTO Tokens during the Sale Period, the Company will accept fiat payment in USD or EUR and payment in ETH and BTC as well as other types of tokens at the exclusion of any asset/security token. For ETH and BTC, you must have token wallets established and operational. Specifically, you must have: (i) either an Ethereum wallet if you wish to purchase the TRECENTO Tokens using Ether or a Bitcoin wallet if you wish to purchase the TRECENTO Tokens using Bitcoin, and (ii) an Ethereum wallet that supports the ERC20 token standard in order to receive the TRECENTO Tokens that you purchase from the Company. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

4. TRECENTO Tokens to be Sold

The Company anticipates selling approximately 20 million of TRECENTO Tokens during the Sale Period. All TRECENTO Tokens will be of equal value and functionality. TRECENTO Tokens shall only be generated when sold and therefore the Company does not intend to burn any TRECENTO Tokens or to retain unsold TRECENTO Tokens. Once the Sale Period is over, 25% of TRECENTO Tokens shall be generated for the Company team, advisors and reserve, as indicated in the White Paper.

5. Pre-Sales of Tokens

The Company may commit to sell a certain portion of the TRECENTO Tokens before the Launch Date ("**Token Pre-Sales**"). Under such Token Pre-Sale arrangements, by agreeing to pay the Company for the TRECENTO Tokens before the Launch Date, a Token Pre-Sale purchaser may purchase the TRECENTO Tokens at a discounted rate. Token Pre-Sale purchasers must acknowledge and agree to be bound by these Terms, and receive the TRECENTO Tokens pursuant to the procedures for receiving the TRECENTO Tokens set forth in Section 3 of this **Exhibit A**. The discounts under Token Pre-Sale arrangements generally depend on the amount of the TRECENTO Tokens that the Pre-Sale purchaser agrees to purchase.

Exhibit B

Certain Risks Relating to Purchase, Sale and Use of the TRECENTO Tokens

Important Note: The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit B, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using the TRECENTO Tokens, you expressly acknowledge, understand and assume the following risks as well as all other risks associated with the TRECENTO Tokens (including those not included below), all of which could render the TRECENTO Tokens worthless or of little value:

1. ***Risks Associated with the Ethereum Protocol***

Because the TRECENTO Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the TRECENTO Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the TRECENTO Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform or a change in how transactions are confirmed on the Ethereum platform may have unintended adverse effects on all blockchains using the ERC-20.

2. ***Risk of Mining Attacks***

As with other decentralized cryptographic tokens based on the Ethereum protocol, the TRECENTO Tokens are susceptible to attacks by miners in the course of validating the TRECENTO Tokens transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and the TRECENTO Tokens, including, but not limited to, accurate execution and recording of transactions involving the TRECENTO Tokens.

3. ***Unknown Impact of Proposed Changes to Ethereum***

The Ethereum Foundation has laid out a road map for the improvement and development of Ethereum. While some of the future proposals offer promises to known technical issues, it is uncertain when these new improvements will be introduced and whether they will be successful. In particular, proposals to greatly increase blockchain speed is, at the time of the TRECENTO Token Sale, not imminent. A proposal to change the mining process from the current Proof-of-Work algorithm to a Proof-of-Stake algorithm will have a yet-to-be-seen impact for the Ethereum network.

4. ***Risks of Prohibitively High Gas Prices for Transactions***

All transactions over the Ethereum blockchain, including the transfer of the TRECENTO Tokens, have a realworld cost in ETH (“Gas”). While at this point in time, Gas prices for basic transactions over the Ethereum network are nominal, there is no certainty that Gas prices will not increase, and thereby make the trading of the TRECENTO Tokens over the Ethereum network commercially unfeasible. In addition, high volumes could lead to very high Gas prices for processing transactions, which would make using the blockchain prohibitively expensive.

5. ***Risks that Ethereum May be Superseded***

While today, the Ethereum blockchain technology presents the most promising advances in blockchain technology, there is no guarantee that Ethereum will not be supplanted by competing protocols that improve upon the Ethereum technology. The Ethereum technology is open-source, meaning that anyone can copy and disseminate the same code with modifications. It is not known whether the Ethereum platform will become the predominant protocol adopted globally by the industry. If Ethereum is surpassed or superseded, then this could impact the TRECEN TO Token program as usage and adoption declines.

6. ***Blockchain Risk***

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH that is contributed to the TRECEN TO Token smart contract in the final seconds of a distribution period may not get included for that period. You acknowledge and understand that the Ethereum blockchain may not include your transaction at the time you expect, and you may not receive the TRECEN TO Tokens the same day you send ETH. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. You acknowledge and understand that Ethereum block producers may not include your transaction when you wants or your transaction may not be included at all.

7. ***Risks related to the value of the TRECEN TO Token, the Ability to Transact or Resell***

You may be unable to sell or otherwise transact in TRECEN TO Tokens at any time, or for the price you paid. By using the TRECEN TO Token smart contract or by purchasing the TRECEN TO Tokens, you acknowledge, understand and agree that: (a) the TRECEN TO Tokens may have no value; (b) the other tokens accepted to subscribe for the TRECEN TO Tokens may have no value; (c) you may lose all amounts paid; (d) there is no guarantee or representation of liquidity for the TRECEN TO Tokens; and (e) the Company is not and shall not be responsible for or liable for the market value of the TRECEN TO Tokens, the transferability and/or liquidity of the TRECEN TO Tokens and/or the availability of any market for the TRECEN TO Tokens through third parties or otherwise.

8. ***Source Code Risks***

The source code underpinning the TRECEN TO Tokens and the TRECEN TO Token smart contracts may contain flaws, bugs, defects or inconsistencies that could compromise the predictability, usability, functionality, stability and security of the TRECEN TO Tokens. The Company will attempt to perform quality assurance and audit procedures to ensure the source code accurately reflects the TRECEN TO Tokens intended operation, though there can be no guarantee that any errors are identified or the source code will be error-free. In addition, source code modifications or updates may lead to unexpected or unintended outcomes that may adversely affect the utility or functionality of the TRECEN TO Tokens or any associated services. Source code modifications that constitute upgrades may be required in connection with the development of the TRECEN TO Tokens or associated services, and your failure to participate in any such upgrades may result in the loss of some or all TRECEN TO Token functionality.

9. ***Risk of Hacking and Security Weakness***

The TRECEN TO Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the TRECEN TO Token smart contract, or the TRECEN TO Tokens in a variety of ways, including, but not limited to,

malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and the TRECENCO Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the TRECENCO Tokens or result in the loss of your TRECENCO Tokens, the loss of your ability to access or control your TRECENCO Tokens or the loss of ETH in your account. In the event of such a software bug or weakness, there may be no remedy and holders of the TRECENCO Tokens are not guaranteed any remedy, refund or compensation.

10. ***Risk of Losing Access to the TRECENCO Tokens Due to Loss of Private Key(s)***

The TRECENCO Tokens purchased by you may be held in a digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing the TRECENCO Tokens will result in loss of such TRECENCO Tokens, access to your TRECENCO Token balance. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your TRECENCO Tokens. Company is not responsible for any such losses.

11. ***Risk of Invalid Wallet***

It is your responsibility to ensure that the digital wallet address provided to the Company for the receipt of the TRECENCO Tokens is capable of accepting all types and categories of tokens, including ERC-20 compatible tokens. The Company is not responsible if your wallet is not capable of accepting the TRECENCO Tokens distributed by the Company. You assume all responsibility with respect to the foregoing, and the Company accepts no liability whatsoever for wallets that do not accept the TRECENCO Tokens distributed by the Company.

12. ***Risk of Reliance on Third-Parties***

The Company anticipates relying, in whole or partly, on third parties to adopt and implement the Platform and to continue to develop, supply, and otherwise support it. The Company may be unable to retain third parties with the requisite expertise, and those it does retain may not adequately perform their obligations towards the Company.

13. ***Risks Associated with Markets for the TRECENCO Tokens***

The TRECENCO Tokens are intended to be used solely within the Platform, and the Company will not support or otherwise facilitate any secondary trading or external valuation of the TRECENCO Tokens. This restricts the contemplated avenues for using the TRECENCO Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the TRECENCO Tokens you hold. Even if secondary trading of the TRECENCO Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the TRECENCO Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

14. ***Exchange & Counterparty Risks***

If you send ETH to the TRECENCO Token smart contract from an exchange or an account that you do not control, pursuant to the TRECENCO Token smart contract, the TRECENCO Tokens will be allocated to the account that has sent ETH; therefore, you may never receive or be able to recover your TRECENCO Tokens. Furthermore, if you choose to maintain or hold the TRECENCO Tokens through a cryptocurrency exchange or other third party, your TRECENCO

Tokens may be stolen or lost. By using the TRECENTO Token smart contract and/or by purchasing the TRECENTO Tokens, you acknowledge and agree that you will send ETH to the TRECENTO smart sale contract through an exchange account and/or holds the TRECENTO Tokens on a cryptocurrency exchange or with another third party at your own and sole risk.

15. ***Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, the TRECENTO Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

16. ***Risks Associated with Uncertain Regulatory Framework***

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the TRECENTO Tokens in various ways, including, for example, through a determination that the TRECENTO Tokens are regulated financial instruments that require registration. The Company may cease the distribution of the TRECENTO Tokens or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

17. ***Risks of Government Action***

The industry in which the Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgments, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the TRECENTO Tokens and/or the Platform.

18. ***Risks Arising from Taxation***

The tax characterization of the TRECENTO Tokens is uncertain. You must seek your own tax advice in connection with purchasing the TRECENTO Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

19. ***Risk of Alternative Platform***

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the Services. The Platform may compete with these alternative platforms, which could negatively impact the Platform and the TRECENTO Tokens, including the TRECENTO Tokens' utility for obtaining Services.

20. ***Risk of Insufficient Interest in the Platform***

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of

distributed ecosystems (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of the TRECEN TO Tokens, including their utility for obtaining Services.

21. ***Risks Associated with the Development and Maintenance of the Platform***

The Platform may undergo significant changes over time. Although we intend for the TRECEN TO Tokens and the Platform to follow the specifications set forth in the White Paper, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the TRECEN TO Tokens or the Platform for any number of legitimate reasons. This could create the risk that the TRECEN TO Tokens or the Platform, as further developed and maintained, may not meet your expectations at the time of purchasing the TRECEN TO Tokens. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of the TRECEN TO Tokens, including its utility for obtaining Services. When purchasing the TRECEN TO Tokens, the subscriber expressly accepts such changes on the Platform or the failure to provide specific Services.

22. ***Risk of an Unfavorable Fluctuation of Ether and Other Currency Value***

The Company team intends to use the proceeds from selling the TRECEN TO Tokens to fund the maintenance and development of the Platform, as described further in the White Paper. The proceeds of the TRECEN TO Token Sale will be denominated in Ether or Bitcoin, and converted into other cryptographic and fiat currencies. In addition, some pre-sales of the Tokens may also be denominated in fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

23. ***Risk of Dissolution of the Company***

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the TRECEN TO Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may be dissolved.

24. ***Risks Arising from Lack of Governance Rights***

Because the TRECEN TO Tokens confer no governance rights of any kind with respect to the Network or the Company or its corporate affiliates, all decisions involving the Platform or the Company will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue the Platform, to create and sell more TRECEN TO Tokens for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the TRECEN TO Tokens you hold.

25. ***Legal Risks***

Federal, state and even international laws, regulations and/or rules applicable to technology industries, including but not limited to those regarding the blockchain technology may impact or constrain the design, implementation and operation of the Platform.

26. ***Unanticipated Risks***

Cryptographic tokens such as the TRECENTO Tokens are a new and untested technology. In addition to the risks included in this **Exhibit B**, there are other risks associated with your purchase, holding and use of the TRECENTO Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit B**.

EXHIBIT C
Eligible Purchaser

Initially, all purchasers are "**Eligible Purchaser**" except the following:

- a purchaser whose acquisition of TRECENTO Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;
- a purchaser that (i) is subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the Swiss Secretariat of Economic Affairs (SECO) or any equivalent foreign (i.e. non-Swiss authority), (ii) is located, organized or resident in Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (iii) is listed in any Sanctions-related list of sanctioned persons, (iv) is a citizen or resident of, or located in, a geographic area that is subject to Swiss, EEA Member States or other sovereign country sanctions or embargoes, (v) listed on the European Commission's consolidated list of Restrictive measures in force, (vi) listed on the French *Direction du Trésor* summary table of restrictive measures by country, (vii) listed on the United States Department of Treasury's OFAC website, is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (i) through (viii) and/or (ix) is otherwise a party with which Company is prohibited from dealing with under applicable laws;
- a purchaser that is (i) a citizen or resident of a geographic area in which access to the Platform is prohibited by any applicable law, decree, regulation, treaty or administrative act;
- a purchaser who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure¹ unless the Company, after being specifically notified by the purchaser in writing that it is such a person, conducts further due diligence, and determines that the purchase is permitted;
- a purchaser or an entity acting as trustee, agent, representative or nominee for a purchase that is a foreign shell bank²;
- a purchaser, or a purchaser that is an entity acting as trustee, agent, representative or nominee for a person, who is a citizen of or resident or domiciled in the USA, the Republic of Korea or purchasing Tokens from a location in the USA, the Republic of Korea;
- a purchaser, or a purchaser that is an entity acting as trustee, agent, representative or nominee for, a "U.S. Person" (within the meaning of the Securities Act 1933 under U.S. law and any other US regulation);
- a purchaser who is a private individual acting on a non-professional basis as a simple consumer within the meaning of EU Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, and
- a purchaser is a Restricted Person.

¹ Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government-owned corporation. In addition a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

² Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate.

