

## Terms and Conditions in relation to the Whitelisting of \$HEART token

These Terms and Conditions (T&C) are applicable in relation to the Whitelisting for the Humans.ai IDO as at 19th of November 2021.

Please read carefully these terms and conditions before making any decision to participate in the Whitelisting process for the \$HEART token sale.

These T&Cs constitute a legally binding obligation on You effective upon You click the check box to indicate that You have read, understand and agree to these T&Cs.

The following capitalized terms shall have the following meanings:

### 1. Definitions

- 1.1. **“AML/KYC Forms”** as any and all forms, documents, processes and procedures, including, for the avoidance of doubt, any electronic verification system or process, which the Company determines, in its sole discretion, are reasonably necessary for the Company to comply with applicable Money Laundering Laws and “Know Your Customer” laws in particular all forms and documentation required under Liechtenstein Due Diligence laws (LGBI 2009 Nr. 47).
- 1.2. **“DDA”** as the Liechtenstein Act on professional Due Diligence for combating of money laundering
- 1.3. **“European Consolidates List of Sanctions”** as the European Union’s Consolidated list of persons, groups and entities subject to EU financial sanctions, accessible via the following address: <https://webgate.ec.europa.eu/europeaid/fsd/fsf>
- 1.4. **“FMA”** as the Liechtenstein Financial Market Authority
- 1.5. **“Humans”** or the **“Company”** means Humans Token AG, a company incorporated under the laws of Liechtenstein, registered in the Liechtenstein Commercial Register under register number FL-0002.662.577-7, with its registered office at Werdenbergerweg 11, 9490 Vaduz, Principality of Liechtenstein
- 1.6. **“Politically Exposed Person”** as any person who is or who has been entrusted with a high-ranking prominent public function at international, European or national level or who is or has been entrusted with a public function of comparable political importance below national level as defined In Art. 2 Para 1) lit h) DDA
- 1.7. **“Purchaser”** the investors selected in the Whitelisting process to participate to the \$HEART token sale.

### 2. Eligibility Requirements and Purchaser Due Diligence

- 2.1. In order to be eligible to purchase \$HEART Tokens, the Purchaser is obliged to undergo and successfully pass any Purchaser Due Diligence process determined by Humans according to its and/or its financial Service Provider’s interpretation of anti-money laundering requirements applicable to them and provide all data and Information requested by Humans (**“Purchaser Due Diligence”**). As part of the Purchaser Due Diligence process Humans will, in particular, but without limitation, request the Purchaser

to provide information about their identity and the source of their wealth and/or funds. Failure to complete the Purchaser Due Diligence to the satisfaction of Humans could lead to a refuse from Humans to enter into an agreement for the sale of \$HEART Tokens with you.

- 2.2. During the Purchaser Due Diligence also a full chain analysis on the sending wallet of the Purchaser is conducted by using a chain analysis software which is also used by money laundering investigating authorities of multiple countries and filters and detects any wallets associated with any kind of criminal offence, watchlist, tumblers, mixers etc. Any wallet that shows any negative results in the chain analysis will not be accepted.
- 2.3. Humans will conduct the Purchaser Due Diligence either directly or via one or several external Service Providers. You herewith explicitly agree to the processing of the Purchaser Due Diligence data by Humans and/or the external service providers used by Humans.
- 2.4. You undertake to notify Humans immediately if you become aware that any information communicated as part of the Purchaser Due Diligence relating to you if the information required is no longer accurate or complete in all respects.
- 2.5. You hereby undertake to comply in full with all KYC/AML requirements under Liechtenstein law and that all KYC/AML forms and required attachments thereto have to be provided to Humans for completion of the purchase.
- 2.6. Humans does not accept Purchasers that meet one of the below criteria:
  - Any legal entity or structure that is not clearly a natural person/individual.
  - Natural persons acting as proxy for any other natural persons.
  - Persons that are citizens of, resident in or have IP addresses of high-risk countries as defined by FMA Guidelines (List A, excluding CPI Index; including Art. 23a. Annex 4 DDO) (Geographic exclusion) and listed in Annex 1 herein.
  - Persons that are considered as Politically Exposed Persons based on the research .
  - Persons whose sending wallets provide a negative result in the chain analysis conducted in the Purchaser Due Diligence.
  - Persons subject to restrictive measures under sanction lists of the European Union, OECD, US, OFAC etc.
  - Persons who do not provide sufficient information for the identification of their identity.
  - Persons that match more than one specific risk indicator.
  - Persons which do not belong to any of the above categories but for specific reasons are categorized by Humans as non-acceptable risk Purchasers according to the Liechtenstein law.

### **3. Representations and Warranties**

3.1. You hereby represent and warrant that:

- 3.1.1. you have legal capacity in the jurisdiction where you are a citizen or a resident and are able to agree and enter into these T&Cs voluntarily and meet all other eligibility and residency requirements, including
- You have full power, authority and capacity to comply with these T&Cs; and
  - You enter into these T&Cs based on Your own independent judgement and on advice from independent advisers (as applicable).
- 3.1.2. You are not resident in any jurisdiction the laws of which prohibit, restrict, curtail, hinder, impair, conflict or otherwise adversely affect the purchase of the \$HEART Tokens.
- 3.1.3. You are not an individual that:
- is listed as designated individuals or entities under the European Union Consolidated List of Sanctions;
  - is citizen, located, organised or resident in a country or territory that is the subject of any EU or OECD sanction list; or
  - is currently the subject of any sanction administered by the United States Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or similar sanctions administered or imposed by any other country;
  - has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that is or was the subject of any sanctions; or
  - is a Politically Exposed Person.

#### **4. Data protection**

Humans collects and stores your data necessary for the implementation of the sale process of \$HEART Tokens. When processing personal data, Humans complies with the applicable statutory provisions. By accepting these T&C you hereby give the irrevocable consent to use and process the personal data and in particular forward it to affiliated companies or service providers.

#### **5. Governing Law**

- 5.1. These T&C including its Annexes shall be governed by the laws of the Principality of Liechtenstein without giving effect to the principles of conflict of laws thereof. If any provision of this T&C is held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this T&C and shall not affect or impair the validity or enforceability of the remaining provisions of this T&C.
- 5.2. You hereby irrevocably and unconditionally agree on:
- (i) submitting to the exclusive jurisdiction of the Princely Liechtenstein District Court and any appellate court from any such court, solely for the purpose of any action, suit or proceeding brought to enforce its obligations under these T&C or relating in any way to the T&C,
  - (ii) agree that venue shall like exclusively in such courts, and
  - (iii) waive, to the fullest extent it may effectively do so, any defence of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

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## **Annex 1**

### **List of excluded countries**

Afghanistan, Angola, Belarus, Bosnia & Herzegovina, Burkina Faso; Burundi, Cayman Island, Central African Republic, People's Republic of China, Congo (DRC), Cote d'Ivoire (Ivory Coast), Cuba, Columbia, Ecuador, Egypt, Eritrea, Ethiopia, Guinea, Guinea-Bissau, Guyana, Haiti, Iran, Iraq, Kosovo, Laos, Lebanon, Liberia, Libya, Macedonia, Maldives, Mali, Morocco; Myanmar, Nigeria, North-Korea, Panama, Pakistan, Papua NG, Philippines, Republic of Crimea, Serbia, Somalia, Sri Lanka, Senegal; Sudan, South Sudan, Syria, Trinidad and Tobago, Tunisia, Turkmenistan, United States of America, Uganda, Ukraine, Uzbekistan, Vanuatu, Venezuela, Yemen, Zimbabwe.