

**PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.**

**YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT:-**

- 1. You are subject to and bound by these Terms by virtue of purchasing the Tokens.**
- 2. The Tokens have no rights, intended uses or attributes outside of use with the Metalbank X Platform or as otherwise expressly referred to in these Terms.**
- 3. A purchase of Tokens is non-refundable and cannot be cancelled.**
- 4. A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid.**
- 5. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.**
- 6. The Tokens are backed by minimum 50% of any physical gold bullion and backed by the token/crypto asset on market value which is using for market making transaction.**
- 7. Certain persons, including persons who commit to purchasing Tokens earlier than you, may receive more Tokens from the Company for the same amount paid. For the avoidance of doubt, the Company may, at its sole discretion and without prior consultation, offer Tokens at any price point and/or on any terms that it deems reasonable or advantageous in the circumstances.**
- 8. These Terms limit the liability of the Company and its Associated Parties (defined below) in connection with the sale of Tokens.**
- 9. You have reviewed to your satisfaction all supporting collaterals concerning the risks associate with purchasing Tokens including but not limited to the extensive Risk Factors section within the Confidential Offering Memorandum.**

**NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE COMPANY AND METALBANK X (MBXAU) FOUNDATION (COLLECTIVELY, THE “ASSOCIATED PARTIES” AND EACH AN “ASSOCIATED PARTY”) EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER’S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER (DEFINED BELOW), (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.**

Your purchase of MBXAU Tokens (collectively, “MBXAU” or “Tokens”) during the Token sale (the “Token Sale”) period (the “Sale Period”) from Metalbank Global Monetary = Metalbank X. (“Company,” “we,” or “us”) is subject to these Terms of Sale (“Terms”). Each of you and the Company is a “Party,” and together the “Parties.”

By purchasing Tokens from us during the Sale Period and/or using MBXAU in connection with the Metalbank X Platform: (pawning & financing of the physical gold bridging platform), as defined below, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these terms, please contact us at [contact@mbxau.org](mailto:contact@mbxau.org)

**You and the Company agree as follows:**

**1. Purpose and Use of Tokens**

The purpose of the Tokens is to facilitate the transfer of value for the procurement of Fungible Tokens (“FTs” *meaning is a fungible token is a form of a digital asset that is used as a store of value, a unit of account or a medium of exchange in blockchain transactions. These assets are called fungible as they can be split or interchanged with the same category of tokens which are interchangeable and have uniform value (such as crypto like Bitcoin or Ethereum)*), property construction services, rent payments and other value exchange through a Metalbank X Platform that the Company and its affiliates are developing (the “Metalbank X Platform”), as described further in the White Paper at <https://mbxau.org> (the “White Paper”).

The Tokens do not confer any rights, express or implied, other than the right to use the Token as a means to participate in the Metalbank X Platform, if successfully completed and deployed, in a manner consistent with its purpose. In particular, you understand and accept that the Token does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Metalbank X Platform, and/or the Company and its corporate affiliates, other than rights relating to the use of the Metalbank X Platform, subject to limitations and conditions in these Terms and applicable Metalbank X Platform Terms and Policies (as defined below). The Tokens are not intended to be a digital currency, security or any other kind of financial instrument.

**2. Scope of Terms**

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Sale Period. The use of Tokens in connection with the Metalbank X Platform may be governed by other applicable terms and policies (collectively, the “Metalbank X Platform Terms and Policies”). Any Metalbank X Platform Terms and Policies we promulgate will be available at <https://mbxau.org> We may add terms or policies to the Metalbank X Platform Terms and Policies at our sole discretion, and may update each of the Metalbank X 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 Metalbank X Platform Terms and Policies shall control with respect to any issues relating to the use of Tokens in connection with the Metalbank X Platform.

**3. Eligibility**

In order to be eligible to participate in the Token Sale, you must provide all personal information as required by the Company or its agents, as part of its Know Your Customer (“KYC”) process. We may choose to nominate third party service providers to collect and verify KYC information on our behalf, who may also require you to accept their terms and conditions or privacy policy agreements. Collected 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.

In order to be eligible to purchase the Tokens, you must also have a wallet or other storage mechanism ("Wallet") that supports Ethereum native tokens on the Ethereum mainnet blockchain in order to receive any Tokens you purchase from us and provide the address for your Wallet (the "Token Receipt Address") if requested. We reserve the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. You must have the ability to send ETH, BTC, USDT, KAU & FIAT CURRENCIES to the address that we provide (the "Token Deposit Address").

We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from your failing to provide a Token Receipt Address or providing an inaccurate or incomplete Token Receipt Address.

The Company reserves the right to prohibit any and all sales to users domiciled or located in a country or territory it deems as restricted from any token sale activities are subject to regulatory requirements, including but not limited to Afghanistan, Congo-Brazzaville, Congo-Kinshasa, Cuba, Iran, Iraq, Libya, North Korea, Syria and Tajikistan. The Company may cancel any sales to users domiciled or located in any such country.

#### 4. Cancellation; Refusal of Purchase Requests

Your purchase of Tokens from us during the Sale Period is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation, or (ii) as to the Token Sale alone, if less than the required quantity of ETH, BTC, USDT, KAU & FIAT CURRENCIES as determined by the Company have been received by the Company during the Sale Period.

If (i) or (ii) occurs, then the ETH, BTC, USDT, KAU & FIAT CURRENCIES or other cryptocurrency sent by you to purchase Tokens may be returned and the purchase and sale of the Tokens may be considered void and rescinding without further recourse against the Company. We reserve the right to refuse or cancel Token purchase requests at any time at our sole and absolute discretion and to stop the Token Sale entirely for any reason, or no reason. 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 fees applied at the time the payment is made and thereafter until returned (if so returned).

#### 5. Sale Procedures and Specifications

Quantity of Tokens: Company will generate 1 trillion MBXAU as native tokens on the Ethereum blockchain for use with the Metalbank X Platform, of which 16,189,999,999 MBXAU tokens will be available for purchase during each Sale Period. Tokens purchased during the Sale Period will be subject to a 6 month linear vesting period, which will commence following a Token Generation Event (the "TGE").s

1 trillion MBXAU tokens will be supplied to the Company for future use or distribution. This use will be at the discretion of the Company, and may include compensating employees and contractors, and for other internal purposes in connection with the deployment and the development of the Metalbank X Platform, supply of liquidity to the Metalbank X Platform, or purposes deemed necessary by the Company for the continued success of the Metalbank X project. The Company allocated Tokens will be subject to a 36 month linear vesting period, which will commence following the TGE.

The remaining distribution of Tokens is outlined in the MBXAU Tokenomics document, available from <https://mbxau.org/whitepaper/> or <https://mbxau.org/wp-content/uploads/2024/06/MBXAU-WHITEPAPER-V27062024.pdf>

All MBXAU will have equal value and utility within integration with the Metalbank X Platform.

**Commencement and Duration of Token Sale:** The commencement of the Token Sale Period will be advertised on the Company's website at <https://mbxau.org/token-sale>. The Token Sale will continue until either (i) the remaining supply of MBXAU available for sale, are sold, or (ii) the Company advertises a completion date on our website at <https://mbxau.org/token-sale>. Notification of a completion date by the Company will be provided with at least 14 days notice, prior to the advertised date.

**MBXAU Price:** During the Sale Period, 1 MBXAU token can be purchased at a price of 1 ETH = 1,000,000 MBXAU. All payments shall be made in ETH, BTC, USDT, KAU & Fiat Currencies. The Company will specify the appropriate amount of ETH, BTC, USDT, KAU & FIAT CURRENCIES to be transferred, based on the exchange rate between ETH, BTC, USDT, KAU & FIAT CURRENCIES and USD at the time of purchase, from reputable exchange sources.

**Procedures for Purchasing MBXAU:** In order to purchase MBXAU during the Sale Period, and to receive the MBXAU you purchase, you must have a Wallet that supports Ethereum native tokens on the Ethereum main net blockchain. The Company reserves the right to prescribe additional wallet requirements.

Prior to the commencement of the Sale Period, the Company will make a link available on our website at <https://mbxau.org/token-sale>, where Token purchasers can register and complete the KYC requirements. The registration process may require the purchaser to supply their Token Receipt Address. Once the Sale Period has commenced a Token Deposit Address will be supplied by the Company. The Token Deposit Address may be a common use address or individualised for each participant.

To initiate a purchase of MBXAU during the Sale Period, you must send an amount of ETH, BTC, USDT, KAU & FIAT CURRENCIES to the Token Deposit Address specified to you after you agree to these Terms through the acceptance process described on our website.

Tokens will not be distributed immediately following the Sale Period, but will begin following the TGE, at a time specified by Company after completion of the Sale Period. Any Tokens that become available after the TGE and a subsequent vesting period, will be accessible using a claim process to be described by Company and published to the Company website at <https://mbxau.org>, prior to the TGE.

The Token claim process may automatically deliver the corresponding amount of MBXAU to either (i) the Wallet address from which the ETH, BTC, USDT, KAU & FIAT CURRENCIES was sent, or (ii) your registered Token

Receipt Address. ETH, BTC, USDT, KAU & FIAT CURRENCIES must be sent to the correctly advertised Token Deposit Address during the Sale Period in order to purchase and receive MBXAU.

Sending ETH, BTC, USDT, KAU & FIAT CURRENCIES to any other address may result in loss of ETH, BTC, USDT, KAU & FIAT CURRENCIES. Attempted transactions to purchase MBXAU may be rejected if ETH, BTC, USDT, KAU & FIAT CURRENCIES is sent to the Token Deposit Address at any time before or after the Sale Period.

## 6. Rights attaching to Tokens

For the token holder who having satisfied the Company's Compliance Procedures (defined below), carry the following rights:-

- A. Access to the MBXAU dashboard with information about the velocity of the token allocation turnover.
- B. Participation in Gold Drops.  
The Company shall distribute an aggregate sum equal to 70% of the Gold Drops generated in connection with the Metalbank X bridging platform (pawning & financing of the physical gold bridging platform) suite as part of the MBXAU token return (the "Gold Drops Distribution") to the holders of the Tokens (which have completed the Company's Compliance Procedures) on a pro-rata basis by reference to the number of MBXAU Tokens held by each token holder.
- C. Participation in Market Making.  
The Company shall distribute an aggregate yield sum equal to 30% of the revenue generated by the MBXAU Commercial Centre via (the "Incentive Distribution") to the holders of the Tokens (which have completed the Company's Compliance Procedures) on a pro-rata basis by reference to the number of Tokens held by such persons.

The Gold Drops and Incentive Distribution shall be calculated on a monthly basis by the Company (in its sole and absolute discretion) and then the aggregate Gold Drops and Incentive Distributions for a calendar month shall be distributed to the holder's wallet addresses that have been associated with the Ethereum address holding the MBXAUs on the 5th working day of next calendar month.

The Gold Drops Distribution and Incentive shall be payable in the form of USDT or KAU that has been generated from the interest payment and market making revenue during that particular calendar month.

7. To determine those holders of Tokens that are entitled to receive the Gold Drops and/or Incentive Distribution (together, the "Distributions" and each a "Distribution"), the directors of The Company may fix in advance of the distribution a time and date as the record date for any such determination of those holders of Tokens that are entitled to receive the relevant Distribution. If no record date is fixed for the determination of those holders of Tokens that are entitled to receive the relevant Distribution, 11:59 pm on the date immediately prior to the date of the relevant Distribution shall be the record date for such determination of holders of Tokens that are entitled to receive the relevant Distribution.

No Distribution will be paid or payable to any Token holder which has not yet satisfied the Compliance Procedures of the Company. No Distribution will be paid or payable to anyone other than the Token holders of record and will only be made to the wallet address on record for such Token holder.

Whilst the above sets out the rights which are proposed to be offered to the holders of Tokens, Holders must accept and be aware that such rights may be subject to change or variation by the Company if and to the

extent that such changes are considered necessary or desirable by the directors of the Company (acting reasonably) to ensure compliance with any applicable laws, rules or regulations

#### 8. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens and using Tokens for providing or receiving Services on the Metalbank X Metalbank X Platform, as disclosed and explained in the Risk Disclosures set forth in Schedule 1 hereto. If you have any questions regarding these risks, please contact us at [contact@mbxau.org](mailto:contact@mbxau.org).

**BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME ALL OF THE RISKS SET FORTH IN SCHEDULE 1 HERETO. ALL RISK OF LOSS TRANSFERS TO YOU UPON PURCHASE OF THE TOKENS.**

#### 9. Security

**Your Security:** You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanisms you use to receive and hold 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 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 Tokens and (iii) your username, password and any other login or identifying credentials, including those used by Metalbank X service providers.

**Your Information:** We may use aggregate statistical information about your activity, including your activity on the Company Site and logins to various websites, for marketing or any other purpose at our sole discretion. We may use your internet protocol address to verify your purchase of 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, our Privacy Policy or any other Metalbank X Platform Terms and Policies, all of which you have agreed to.

#### 10. Personal Information

We may determine, at our sole discretion, that it is necessary to obtain certain information about you required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any KYC or AML requirements and policies, in connection with selling Tokens to you. You agree to provide us, or our nominee, such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

## 11. Taxes

The Purchase Price that you pay for Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of 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 Tokens. You agree not to hold the Company or any Company Parties (defined below) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction related to the Metalbank X Platform.

## 12. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

1. You are agreeing to participate in the Metalbank X Platform in some manner, and you understand that it is your responsibility to participate, meaning that the Metalbank X Platform surrounding this project is NOT solely dependent upon the efforts of the Company managers, but by the members engaging with the Company, the Metalbank X Platform and any associated Services;
2. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and distributed ledger technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
3. You have read and understand these Terms (including the totality of the White Paper to which these Terms also apply);
4. You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;
5. You understand that the Tokens currently only confer the right to transfer value within the Metalbank X Platform and confer no other rights of any form with respect to the Metalbank X Platform or the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
6. You understand that while decentralised governance of the Metalbank X Platform is described as part of the roadmap in the White Paper, as the governance process is not yet defined, there is no assurance that ownership of Tokens will confer any rights to participate in the governance process once it is established, unless described as such in the definition of the Metalbank X Platform governance process, once, and if, that phase of the project is completed;
7. You are not purchasing Tokens for any uses or purposes other than to transfer value within the Metalbank X Platform, including, but not limited to, any investment, speculative or other financial purposes.
8. Your purchase of 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 the purchase of the Tokens 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;



9. You are legally permitted to receive software and participate in the use of the Metalbank X Platform;
10. 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 Tokens;
11. You agree to promptly provide to the Company or its nominee, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance;
12. You are at the age of majority in your country of residence and are legally able to obtain and use the Tokens;
13. You understand with regard to Tokens, that we make no guarantees that you will be able to resell Tokens, or as to its future value, and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full;
14. You understand that you bear the sole responsibility to determine whether your interactions with the Metalbank X Platform, the ownership or use of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time, the sale and purchase of the Tokens and/or any other action or transaction related to the Metalbank X Platform may have tax implications; further, by obtaining, holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (e.g., developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from the ownership or use of the Tokens or any other action or transaction related to the Metalbank X Platform;
15. You waive the right to participate in a class action lawsuit or a classwide arbitration against any entity or individual involved with the creation of the Tokens, as discussed more fully here;
16. You understand that the purchase of Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
17. You understand that the transfer of ETH, BTC, USDT, KAU & FIAT CURRENCIES, the transfer of the Tokens and the maintenance of the Metalbank X Platform carry significant financial, regulatory and reputational risks as further set forth in the Terms;
18. You understand that you have no right against any other party to request any refund of contributions submitted for the purchase of Tokens under any circumstance;
19. If you are purchasing Tokens on behalf of a legal entity, you are authorised 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);
20. You are not (i) a citizen or resident of a geographic area in which access to or use of the Metalbank X Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on BIS's



Denied Persons, Unverified, or Entity Lists, or OFAC's List of Specially Designated Nationals, Foreign Sanctions Evaders, or List of Consolidated Sanctions, or DDTC's Debarred Parties List.

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

## 12. Indemnification

a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the 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 (collectively "Claims") arising from or relating to (i) your acquisition or use of Tokens, (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any inaccuracy in any representation or warranty made by you, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law.

b. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## 13. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE 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 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 TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET FORTH IN THESE TERMS OR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN UNDER THE LAWS, REGULATORY REQUIREMENTS, OR RULES OF ANY JURISDICTION.

NEITHER THESE TERMS NOR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY CONSTITUTES A PROSPECTUS OR OFFERING DOCUMENT AND IS NEITHER AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

#### 14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL 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 SALE OR USE OF THE 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 TOKENS.

THE LIMITATIONS SET FORTH IN THIS SECTION 13 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

#### 15. Release

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) 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.

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

## 16. Dispute Resolution; Arbitration

**Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**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 be resolved solely through individual arbitration 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.

**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 [info@mbxau.org](mailto:info@mbxau.org). Notice to you shall be by email to the then-current email address registered with the Company. 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 notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

**Process.** “Should any dispute, disagreement or claim arise between the parties (called hereafter “the dispute”) concerning this agreement, the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation. If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to one of the Arbitration Institutions which must be agreed upon by the parties before the mediation and arbitration processes are carried out, the arbitration institutions are as below:

Badan Arbitrase Nasional Indonesia (BANI) Arbitration Center, Jakarta, Indonesia

Singapore International Arbitration Center (SIAC), Singapore

International Chamber of Commerce (ICC), Paris, France

Arbitration Foundation of Southern Africa (AFSA), Johannesburg, South Africa

The Arbitration Institution administered mediation, upon the terms set by each Arbitration Institution Secretariat. Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Institution by an arbitrator or arbitrators appointed by the Arbitration Committee.

Authority of Arbitrator. As limited by the BANI or SIAC or ICC or AFSA, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Severability of Dispute Resolution; Arbitration. If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

#### 17. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the Republic of Indonesia, the Ministry of Commerce, BAPPEBTI, for the MBXAU token registration and/or Republic of Singapore for the international operation hub of Metalbank X, without regard to conflict of law rules or principles (whether of the Indonesia or Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the civil courts of the Republic of Indonesia or Republic of Singapore. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such civil courts over any suit, action or proceeding arising out of these Terms.

#### 18. Severability

If any term, clause, or provision of these Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these Terms, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

#### 19. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at <https://mbxau.org> and include the date of the update. We may also attempt to notify you through other Metalbank X websites and communications

channels. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

## SCHEDULE 1 – RISK DISCLOSURES

1. Risk of Losing Access to MBXAU Due to Wallet Incompatibility: A valid Ethereum address from a native token compatible wallet (e.g. Yoroi or Daedalus) is required to receive your MBXAU. Non-compatible wallet addresses will not be accepted. In addition, the Ethereum address used must not be associated with a third-party exchange or service that has custody over the private key (e.g. Coinbase, etc.). You must own the private key if your address is an exchange address.
2. Risks Associated with the Ethereum Blockchain: MBXAU and the Metalbank X Platform operate on the Ethereum blockchain. As such, any malfunction, unintended function, unexpected functioning of or attack on the Ethereum blockchain may cause the Metalbank X Platform or MBXAU to malfunction or function in an unexpected or unintended manner. Ethereum may be the target of malicious attacks seeking to identify and exploit weaknesses in the software, which may result in the loss or theft of MBXAU. For example, if the MBXAU and the Ethereum are subject to unknown and/or known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), such attacks may materially and adversely affect the Metalbank X Platform and the utility of the MBXAU.
3. Risks Associated with Purchaser Credentials: Any third party that gains access to or learns of your wallet credentials or private keys may be able to dispose of your MBXAU. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct Token Receipt Address to send you your MBXAU. If you give us the incorrect Token Receipt Address to send your MBXAU to, we are not responsible for any loss of MBXAU that may occur.
4. Risk of Unknowable or Un-favourable Regulatory Action in One or More Jurisdictions: Regulation of tokens (including the Tokens), token offerings, or SAFT offerings, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges is not yet mature and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions, and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Metalbank X Platform and the adoption and utility of the Tokens. Failure by the Company or certain users of the Metalbank X Platform to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. As distributed ledger networks and distributed ledger assets have grown in popularity and in market size, federal and state agencies have begun to take an interest in and, in some cases, regulate their use and operation. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a distributed ledger network or asset, the Metalbank X Platform and Tokens may be materially and adversely affected. Distributed ledger networks also face an uncertain regulatory landscape in many jurisdictions such as the United States, the European Union, China, and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the

Metalbank X Platform. Such laws, regulations or directives may be in conflict with each other or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Metalbank X Platform and the adoption and utility of the Tokens.

New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the liquidity and use of the Tokens, and the structure, rights, and transferability of Tokens

5. Risk of Alternative Metalbank X Platform: It is possible that alternative Metalbank X Platforms could be established that utilise the same or similar open-source code underlying the Metalbank X Platform and attempt to facilitate services that are materially similar to the Services on the Metalbank X Platform. The Metalbank X Platform may compete with these alternative Platforms, which could negatively impact the Metalbank X Platform and the Tokens.

6. Risk of Insufficient Interest in the Metalbank X Platform: It is possible that the Metalbank X Platform will not be used by a large number of businesses, individuals, and other organisations and that there will be limited public interest in purchasing FTs to fund housing developments. Because the success of the Metalbank X Platform also depends, in part, on the growth and adoption of the use of the Ethereum blockchain, such a lack of interest could negatively impact MBXAU and the Metalbank X Platform.

7. Risk that the Metalbank X Platform, as Developed, Will Not Meet the Expectations of the Company or the Purchaser: The Metalbank X Platform may undergo significant changes over time. Moreover, we may limit control over how other participants will use the Metalbank X Platform, what services may be offered through the Metalbank X Platform by third parties, or how third-party services will utilise the Tokens (if at all). This could create the risk that Tokens or the Metalbank X Platform may not meet your expectations at the time of purchase, for any number of reasons including mistaken assumptions or analysis, a change in the design and implementation plans, and execution of the Metalbank X Platform. Furthermore, despite our good faith efforts to develop, complete, and participate in the Metalbank X Platform, it is still possible that the Metalbank X Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Metalbank X Platform and Tokens, and your Tokens may become useless due to technical, commercial, regulatory or any other reasons.

8. Risk of Un-favourable Fluctuation of ETH, BTC, USDT, KAU & FIAT CURRENCIES and Other Currency Value: The Company team intends to use the proceeds from selling MBXAU to fund general corporate purposes, as described further in the White Paper. The proceeds of the Token Sale will be denominated in ETH, BTC, USDT, KAU & FIAT CURRENCIES and converted into other cryptographic and fiat currencies. If the value of ETH, BTC, USDT, KAU & FIAT CURRENCIES or other currencies fluctuates unfavourably during or after the Token Sale, the Company team may not be able to maintain the Metalbank X Platform in the manner that it intended.

9. Risks from Taxation: The tax characterisation of MBXAU is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer, and use of MBXAU, which may result in adverse tax consequences to you, including, without limitation, withholding taxes,



transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.

10. Risk of Theft and Hacking: Hackers or other groups or organisations or countries may attempt to interfere with the Metalbank X Platform or the availability of MBXAU in any number of ways, including service attacks, denial of service attacks, Sybil attacks, spoofing, smurfing malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known to steal MBXAU. Any such successful attacks could result in theft or loss of your payment of ETH, BTC, USDT, KAU & FIAT CURRENCIES or your Tokens, adversely impacting the ability to develop the Metalbank X Platform and derive any usage or functionality from the Tokens.

11. Risk of Security Weaknesses in the Metalbank X Platform Core Infrastructure Software: The Metalbank X Platform will operate using open-source software maintained by the Company and other contributors. As an open-source project, some core infrastructure elements of the Metalbank X Platform may not be represented, maintained, or monitored by an official organisation or authority. The open-source nature of such software means that it may be difficult for the Company or contributors to maintain or develop it and the Company may not have adequate resources to address emerging issues or malicious programs that develop within the Metalbank X Platform or its core infrastructure software adequately or in a timely manner. Third parties not affiliated with the Company may introduce weaknesses or bugs into the core infrastructure elements of the Metalbank X Platform and open-source code which may negatively impact the Metalbank X Platform. Such events may result in a loss of trust in the security and operation of the Metalbank X Platform, and a decline in user activity and could negatively impact the Tokens.

12. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to MBXAU and the Metalbank X Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain. Smart contracts and their underlying software application are still in an early development stage and may be unproven. There is no warranty or assurance that the process for obtaining or using MBXAU will be uninterrupted or error-free, and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of any ETH, BTC, USDT, KAU & FIAT CURRENCIES you contribute, the theft or loss of your Tokens, or a reduction in the utility of your Tokens.

13. Risk of Lack of Adoption or Use of the Metalbank X Platform: While MBXAU should not be viewed as an investment, it may have value over time due to its utility on the Metalbank X Platform. That value may be limited or non-existent if the Metalbank X Platform lacks use and adoption. If this becomes the case, there may be few or no markets in which MBXAU may be sold following the launch of the Metalbank X Platform, potentially having an adverse impact on MBXAU.

14. Risk of an Illiquid Market for MBXAU: The Company is not aware of any marketplace for MBXAU and does not yet support a marketplace<sup>16</sup> for MBXAU. There may never be any such marketplace for MBXAU. There are currently no exchanges upon which MBXAU would trade. If such exchanges ever do develop, they may be relatively new and subject to poorly understood

regulatory oversight. Such exchanges may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products, and such exposure may have a negative impact on MBXAU. Furthermore, to the extent that third parties do ascribe an external exchange value to MBXAU (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. You should not purchase MBXAU as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic, or cash-equivalent value may increase over time. You assume all risks associated with such speculation or actions and any errors associated therewith, and you accept that MBXAU is not offered by the Company or its affiliates on an investment basis or for such purpose. You further acknowledge that any funds that you consider to be invested in MBXAU will not be protected, guaranteed, or reimbursed by any governmental, regulatory, or other entity.

15. **Risk of Uninsured Losses:** Unlike bank accounts or accounts at some other financial institutions, funds held using the Metalbank X Platform or Ethereum blockchain are generally uninsured. In the event of any loss, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to the purchaser.

16. **Risk of Dissolution of the Metalbank X Project:** It is possible that, due to any number of reasons, including, but not limited to, a decrease in MBXAU utility due to (i) negative adoption of the Metalbank X Platform, (ii) an unfavorable fluctuation in the value of ETH, BTC, USDT, KAU & FIAT CURRENCIES (or other cryptographic and fiat currencies), (iii) the failure of commercial relationships, or (iv) intellectual property ownership challenges, the Metalbank X Platform may no longer be viable to operate, and the Metalbank X project may dissolve.

17. **Risk of Malfunction in the Network:** It is possible that the Metalbank X Platform malfunctions in an unfavourable way, including one that results in the loss of MBXAU.

18. **Risks Arising from Lack of Governance Rights:** Because Tokens currently confer no governance rights of any kind with respect to the Metalbank X Platform or the Company, all decisions involving the Company's products or services within the Metalbank X Platform or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services on the Metalbank X Platform, to create and sell more Tokens for use on the Metalbank X Platform, or to sell or liquidate the Company. These decisions could adversely affect the Metalbank X Platform and the utility of any Tokens you own, including their utility for obtaining Services.

19. **Risk of Token Upgrades:** The Network may be subject to significant conceptual, technical and commercial changes. An upgrade to how MBXAU is used may be required and, if you decide not to participate in such an upgrade, you may no longer be able to use your Tokens, and any non-upgraded MBXAU may lose their functionality in full.

20. **Risks Associated with Our Intellectual Property:** The Company may consider some technology that it develops to be proprietary. Our ability to compete depends in part upon our ability to protect our rights to the technology that we develop. The Company may also rely on trademark, copyright, and trade secret law to protect its rights. However, these laws offer only limited protection. In addition, other countries may provide the Company with little to no intellectual property right protection. As the number of distributed ledger products and services

available to consumers increase, and as the uses of such products and services overlap, companies in the industry may become subject to additional intellectual property disputes. Any litigation to protect our intellectual property rights would be expensive, time-consuming, and unpredictable. Such litigation could adversely affect our business, including our financial condition, regardless of the outcome. There can be no assurances that any steps taken to protect intellectual property rights will be successful in deterring misappropriation or independent third-party development of our technology. Similarly, third parties may assert infringement and misappropriation claims against us. Regardless of the merit, these actions could distract management from our business and adversely affect our financial condition and operating revenues. The Company may need to enter into confidentiality agreements with its consultants, business partners and investors in an attempt to protect the Company's proprietary rights. Nevertheless, these attempts to protect our proprietary rights may be inadequate. If the Company is unable to protect its intellectual property, the utility of the Tokens may decline or diminish and the Metalbank X Platform may fail.

21. Risks Associated with Data Privacy Laws: There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Metalbank X Platform's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Metalbank X Platform, which would reduce or diminish the utility of the Tokens and cause the Metalbank X Platform to fail.

22. Unanticipated Risks: Cryptographic tokens are a relatively new and untested technology. In addition to the risks discussed in these Terms, there are risks that the Metalbank X team cannot anticipate. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.