

Token Sale Terms of Jibbit GmbH

Date: November 16, 2018

Your purchase of Tokens (“Tokens” or “JIB”) during the Privat-Sale, Pre-Sale and the Token Main-Sale (as defined below) from Jibbit GmbH, a private limited company organized and existing under the laws of Germany (the “Company”, “we” or “us”), with its seat at Mittelstr. 11-13, 40789 Monheim am Rhein, Germany, represented by the managing director Dipl.-Ing. Daniel Pikulski, is subject to these terms of sale (“Terms”). Each of you and Company is a “Party” and, together, the “Parties.”

By purchasing Tokens from us during the Private-Sale and Pre-Sale (June 01, 2018, 14:00 UTC till October 31, 2018) and Token Main-Sale (November 1, 2018, 14:00 UTC till ~~December 15, 2018~~ [March 15, 2019](#)), you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at contact@jibbit.io.

You and Company agree as follows:

- 1. Commencement and Duration of Private-Sale, Pre-Sale and Token Main-Sale:** The Company will conduct a sale of Tokens in 3 phases: The first and second phase being the Privat-Sale and Pre-Sale, which will begin on June 01, 2018 (the “Launch Date”) and ends at 23:59:59 (CEST) on October 31, 2018 (the “Pre Sale End Date”) or when ~~20,000,000~~ [140,000,000](#) Tokens have been sold, whichever is earlier. The third phase being the Token Main-Sale (the “Token Sale”), which will begin on November 01, 2018 (the “Launch Date”) and end at 23:59:59 (CEST) on ~~December 15, 2018~~ [March 15, 2019](#) (the “Token Sale End Date”) or when the total of ~~60,000,000~~ [420,000,000](#) have been sold, whichever is earlier. (Note: We reserve the right to start each Token-Sale phase earlier if the previous phase of Token Sale was completely sold out.)
- 2. Eligibility.** In order to be eligible to participate in the Token Sale you must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens you purchase from us.
- 3. Purchase and Sale of Tokens**
 - (a) **Price: Payment Currencies:** The price per Token is 0.05 USD (“Price Per Token”). The Price per Token is set in USD. However, the Tokens can also be paid in Bitcoin, Ethereum and Litecoin (the “Payment Currencies”).
 - (b) **Purchase Procedure.** No new Tokens will be created after an equivalent of [20,000,000](#)

~~140,000,000~~ JIB (during the Privat-Sale and Pre-Sale) or when the total of ~~60,000,000~~ ~~420,000,000~~ (during the Token Main-Sale) JIB are sold or after the Sale End Date.

- (c) **Delivery of Tokens.** Tokens acquired in the Private/Pre-Sale event or in the Token Sale will be delivered to your ERC-20 compatible wallet shortly after the Token Sale concludes. Jibbit GmbH will make their best effort to promptly summarise and reconcile all the necessary statistics that will be needed for the correct token delivery to all participants of the Private/Pre-sale event and the Token Sale.

4. Purpose and Use of Tokens in the Jibbit network

Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means of payment for services and goods enabled by the Jibbit network, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, 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 Company and its corporate affiliates, other than any rights specifically stated in these Terms. The Tokens are not intended to be a security, commodity, or any kind of financial instrument.

5. Scope of Terms

- (a) Unless otherwise stated, these Terms only govern your purchase of Tokens from Company during the Privat-Sale, Pre-Sale and the Token Sale.
- (b) Any use of Tokens in connection with providing or receiving services or goods on the Jibbit network may be governed by other applicable terms and conditions and policies.

6. Right of Withdrawal

If you are a consumer within the meaning of the German Civil Code (BGB), i.e. if you are not ordering our Token for commercial purposes or for independent professional activities, you are entitled to cancel your order within two weeks of receipt of the Token.

You have the right to withdraw from any Purchase Contract within 14 calendar days without giving any reason. The withdrawal period will expire after 14 calendar days from the day of the conclusion of the purchase contract.

To exercise the right of withdrawal, you must inform us,
Jibbit GmbH, Mittelstr. 11-13, 40789 Monheim am Rhein, Germany
e-mail: contact@jibbit.io
phone: (+49) 02173-9938943

of your decision to withdraw from purchasing Tokens by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the model withdrawal form you find in Annex B, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from purchasing Tokens, we shall reimburse to you all payments received from you under this purchase contract, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 calendar days from the day on which we are informed about your decision to withdraw from this purchase contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Exclusion of the right of withdrawal

The tokens are services which price is subject to hereditary economic fluctuations, against this background the basically existing right of withdrawal is excluded.

7. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing, owning, and using Tokens for the provision or receipt of Services, as disclosed and explained in Annex A.

8. Security of Storage Mechanism

You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold Tokens purchased 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 losses, costs, or expenses relating to lost access credentials.

9. Personal Information

We may determine that it is necessary to get certain information about you in order to be compliant with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us with such information upon our request and acknowledge that we may refuse to sell Tokens to you until you provide us with such requested information.

10. Taxes

Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are 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 the your purchase of Tokens.

11. Representations and Warranties

By sending USD, EUR, BTC, ETH or LTC to purchase Tokens from us, you represent and warrant that:

- (a) You have read and understand these Terms (including all Annexes):
- (b) YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES AND GOODS IN THE JIBBIT NETWORK;
- (c) You have sufficient understanding of technical, financial and business matters, cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;
- (d) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;
- (e) You have obtained sufficient information about the Tokens and the Jibbit network to make an informed decision to purchase Tokens;
- (f) You understand that the Tokens confer only the right to pay for services and goods in the Jibbit network, and confer no other rights of any form with respect to the Jibbit network or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation,

proprietary (including all forms of intellectual property), or other financial or legal rights, except as stated in these Terms;

- (g) You are purchasing Tokens solely for the purpose of receiving services or goods, participating in the Jibbit network, and supporting the development, testing, deployment and operation of the Jibbit network, being aware of the commercial risks associated with the Company and the Jibbit network. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
- (h) Your purchase of Tokens complies with applicable laws and regulations 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 the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- (i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- (j) If you are purchasing 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);
- (k) You are neither a citizen or permanent resident of Canada, nor a citizen or permanent resident of The People's Republic of China.
- (l) You are neither a U.S. citizen nor permanent resident of the United States, nor do you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States. In order to buy the Tokens and by buying the Tokens you covenant, represent, and warrant that none of the owners of the Company, of which you are an authorized officer, are U.S. citizen or permanent resident of the United States, nor do you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States. Should this change at any time, you shall immediately notify the Company.
- (m) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens 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 the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's

Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Jibbit network. If you are registering to use the Jibbit network on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

- (n) You agree that the Tokens may not be resold to United States purchasers, other than as may be permitted pursuant to applicable exemptions under the U.S. Securities Act of 1933, as amended (the "Securities Act"), including pursuant to Regulation S and/or Regulation D promulgated thereunder. If you purchase Tokens in the Token Sale, you will be unable to resell the Tokens into the United States unless such resale is registered with the U.S. Securities and Exchange Commission or unless an applicable exemption under the Securities Act applies.
- (o) Apart from that statutory right of warranty applies with respect of no. 12 of these Token Sale Terms.

12. 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, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) 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 THE 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.
- (b) THE LIMITATIONS SET FORTH IN THESE TERMS, IN PARTICULAR, IN THE FOREGOING

SECTION WILL NOT LIMIT OR EXCLUDE THE LIABILITY FOR (i) THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY OR ITS REPRESENTATIVES, (ii) THE LIABILITY FOR DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH BY INTENTION OR NEGLIGENCE OF THE COMPANY OR ITS REPRESENTATIVES, NOR ANY LIABILITY WHICH IS MANDATORY ACCORDING TO THE PRODUCT LIABILITY ACT (ProdHaftG).

13. Softcap

If the softcap will be not reached, the Jibbit project will be continued without refund. The development of the app and marketplace is already largely financed and ready to launch on Q1 2019. ~~If the softcap will not be reached any money is refunded less any marketing costs or costs incurred in connection with the ICO's implementation.~~

14. Dispute Resolution: Arbitration

- (a) **Binding Arbitration.** As far as you are not a consumer pursuant to Section 13 German Civil Code, all disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Hamburg, Germany. The number of arbitrators shall be three. The language of the arbitral proceedings is German or English.
- (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 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.
- (c) **Notice: Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable 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@jibbit.io. Notice to you shall be by email to the email address you provide to us. 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, commence an arbitration proceeding.

15. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the Federal Republic of Germany ("Germany"), without regard to conflict of law rules or principles (whether of Germany or any other jurisdiction) that would cause the application of the laws of any other jurisdiction, excluding the UN-Convention on Contract for the International Sale of Goods (CISG).

16. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

17. Force Majeure

If we are prevented from accepting the delivery or the service due to force majeure for which we are not responsible, civil disturbances, official measures or other events for beyond our sphere of influence, in particular cyber attacks, we are entitled to entirely or partially withdraw from the contract or to postpone the date of acceptance for the duration of the obstruction, insofar as our obstruction is of a significant duration and the withdrawal or the postponement Launch Date, Privat -Sale and Pre Sale End Date, Token-Main Sale End Date to safeguard our interests.

18. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may assign our rights and obligations under these Terms. 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.

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Annex A

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

Important Note: As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities, financial instrument or any other form of investment product. Accordingly, none of the information presented in this Annex A is intended to form the basis for any investment decision, and no specific recommendations are intended. 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 Annex A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, owning, and using Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or your Error.

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to precisely follow the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide an incorrect Token Receipt Address, or provide an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol

Because Tokens and the Jibbit network are partially based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Jibbit network or Tokens. Moreover, advances in cryptography, or technical

advances such as the development of quantum computing, could present risks to the Tokens and the Jibbit network, including the utility of the Tokens for obtaining services and goods, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token 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 Jibbit network and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Jibbit network or the 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, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Jibbit network, which could negatively affect the Jibbit network and the Tokens, including the utility of the Tokens for obtaining services and goods.

5. Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Jibbit network and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of services and goods, and could therefore create illiquidity risk with respect to any Tokens you own. Even if secondary trading of 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 Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, 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, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Jibbit network and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Jibbit network and the Tokens. Regulatory actions could negatively impact the Jibbit network and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

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

9. Risk of Insufficient Interest in the Jibbit network

It is possible that the Jibbit network 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 Jibbit network) more generally. Such a lack of use or interest could negatively impact the development of the Jibbit network and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining services and goods.

10. Risks Associated with the Development and Maintenance of the Jibbit network

The Jibbit network is still under development and may undergo significant changes over time. Although we intend for the Tokens and the Jibbit network to function as described in the white paper and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Jibbit network for any number of legitimate reasons. This could create the risk that the Tokens or Jibbit network, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Jibbit network, it is still possible that the Jibbit network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Jibbit network and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining services and goods.

11. Risk of an Unfavourable Fluctuation of ETH

If the value of the Payment Currencies fluctuate unfavourably during or after the Token Sale, we may not be able to fund development, or may not be able to develop or maintain the Jibbit network in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of the Payment Currencies, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called “Hard Fork” of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

12. Risk of Dissolution of the Company or Jibbit network

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH, BTC, LTC (or other cryptographic and fiat currencies), decrease in the Tokens’ utility (including their utility for obtaining services and goods), the failure of commercial relationships, or intellectual property ownership challenges, the Jibbit network may no longer be viable to operate or the Company may dissolve.

13. Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Jibbit network or the Company, all decisions involving the Company’s products or services within the Jibbit network or the Company itself will be made by the Company at its sole discretion, including, but not limited

to, decisions to discontinue the operation of the Jibbit network or to sell or liquidate the Company. These decisions could adversely affect the Jibbit network and the utility of any Tokens you own, including their utility for obtaining services and goods.

14. Unanticipated Risks

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Annex A, there are other risks associated with your purchase, possession, and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A.

15. Risks Associated with Advertising-Supported Business Models

The Company's growth and adoption of the Jibbit network may depend on our ability to maintain and expand our existing relationships with advertisers and online shops and our ability to develop new relationships with other advertisers and online shops within the Jibbit network. As the advertising market generates and develops new concepts and technology, we may incur additional costs to implement a more effective Jibbit network. Continuing to develop and improve the Jibbit network to keep up with these changes may require significant time and additional investment. If we cannot continue to develop and improve the Jibbit network to maintain competitiveness in light of such changes, the Jibbit network may not remain viable, which could negatively impact the utility of JIB Tokens, including JIB Tokens' utility for obtaining services and goods.

16. Risks Associated with New and Evolving Laws Impacting Advertising and Advertising Technology

The advertising and advertising technology ecosystems, and by extension our own Jibbit network, are subject to a variety of federal, state and international laws and regulations, including those with respect to consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, data protection, intellectual property (including copyright, patent, trademark and trade secret laws), defamation, child protection, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Company could be enacted. As the Jibbit network evolves, Company may be subject to new laws and the application of existing laws to us might change. These laws and regulations are frequently costly to comply with and may divert a significant portion of Company's attention and resources. If we fail to comply with these

applicable laws or regulations, we could receive negative publicity and be subject to significant liabilities which could adversely impact the Company, the Jibbit network and JIB Tokens, including JIB Tokens' utility for obtaining services and goods. Additionally, the advertisers and online shops within the Jibbit network are subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Jibbit network and JIB Tokens.

17. Risks Associated with Markets for JIB Tokens

JIB Tokens are intended to be used solely in the Jibbit network, and Company will not support or otherwise facilitate any secondary trading or external valuation of JIB Tokens. This restricts the contemplated avenues for using JIB Tokens to obtain services or goods and could therefore create illiquidity risk with respect to JIB Tokens you hold. Even if secondary trading of JIB 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 market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to JIB Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

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Annex B

Withdrawal Form

Complete and return this withdrawal form only if you wish to withdraw from a contract with Jibbit GmbH.

To:

Jibbit GmbH, Mittelstr. 11-13, 40789 Monheim am Rhein, Germany

e-mail: contact@jibbit.io

phone: (+49) 02173-9938943

I/We hereby give notice that I/We withdraw from my/our contract for the provision of the following service [please specify the service(s) from which you would like to withdraw]:

.

Services received on [please fill in the date you received the service(s)]:

Name of consumer(s) [please fill in your name]: _____

Address of consumer(s)

[please fill in your address]: _____

To help us to identify your payments, please also provide the following information (not mandatory):

username of consumer(s):

Email address of consumer(s):

Signature of consumer(s):

(only required if this form is notified on paper)

Date [please fill in the date you send this withdrawal form to Jibbit GmbH]: