



# MECHACHAIN

**PRIVATE TOKEN SALE AGREEMENT  
SEED round**

Version 1.0

BETWEEN :

**Eternalhorizons**, a French Company (*société par actions simplifiée*) with a share capital of €1000.00 whose registered office is located at 229 rue Saint-Honoré 75001 Paris, registered with the Paris Trade and Companies Registry under number 905 001 632, represented by Mr. Romàn CZERNY, acting in his capacity as President of the French company ROMY & LEONID INVESTISSEMENT (*société par actions simplifiée*), itself President of Eternalhorizons;

*hereinafter, the “Company”*

AND

**The purchaser**

*hereinafter, the “Purchaser”*

*each a “Party” and collectively the “Parties”*

AFTER HAVING EXPLAINED THAT:

- A. ETHERNAHORIZON SAS (the “**Company**”) provides a video game developed on the blockchain on a play-to-earn model involving the use of fungible and non-fungible digital assets (the “**Project**”). More information about the Project is available on the Company’s website: [mechachain.io](https://mechachain.io) (the “**Platform**”) and white paper (the “**White Paper**”).
- B. As part of the Project, the Company plans to issue to the public non-fungible tokens representing digital objects within the game and fungible tokens called \$MECHANIMUM (the “**Token**”) that allow the player to play the game, enhance the player’s character and constitute the rewards for playing the game.
- C. The Company will distribute the Tokens to the public, in exchange for payment by the Purchaser to the Company of the Purchase Price specified hereinafter.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

## 1. Foreword

1. The Tokens will be distributed for (i) private sale, (ii) marketing and (iii) advisors, founders, dev studio, staking rewards and play to earn.
2. The purpose of this Agreement is to set out the terms and conditions which shall govern the private sale of Tokens by the Company. This Agreement prevails over any other document issued either by the Purchaser or by the Company and its terms and conditions are deemed to be unconditionally accepted by the Parties as from the date hereof.
3. The Purchaser must rely on its own examination, analysis and enquiry of the Company, the Project, the Tokens and the Token sale, including the merits and risks involved. The contents of this Agreement do not constitute investment, legal or tax advice and the Purchaser should inform itself as to the legal requirements and tax consequences on its countries of citizenship, residence, domicile and place of business with respect to the purchase, holding or disposal of cryptographic tokens, digital assets or using of blockchain technology, and any foreign exchange restrictions that may be relevant thereto.
4. BY PURCHASING THE TOKENS, PURCHASERS AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THIS AGREEMENT, PURCHASERS WILL BE ENTERING INTO A BINDING AGREEMENT WITH THE COMPANY.

## 2. Definitions

5. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set out below:

“**Affiliate**” shall have the meaning commonly given in French commercial law and in particular by article L. 233-3 of the French Commercial Code;

“**Agreement**” refers to the present agreement including its attachments, annexes and endorsements amendments;

“**Allocation Date**” refers to the date on which the first portion of the Purchased Tokens are allocated by the Company to the Purchaser in accordance with the procedure set out in Article 4;

“**Business Day**” refers to a day on which banks are open for the transaction of normal banking business in Paris, France (excluding Saturdays and Sundays);

“**Force Majeure Event**” refers to any event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but

not limited to earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labour disputes; acts of civil or military authority; governmental actions; or inability to obtain labour, material, equipment or transportation;

“**Purchase Price**” refers to the price to be paid by the Purchaser to the Company in consideration for the Purchased Tokens, in the amount specified in Article 3;

“**Purchased Tokens**” refers to the meaning ascribed to it in Article 3.1;

“**Project**” refers to the meaning ascribed to it in the Preamble;

“**Restricted Person**” refers to:

- i) a person, having its habitual residence, location or seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective;
- ii) a person listed on [the French Direction du Trésor register of freezing of assets](#) (a “**Sanction List**”); a person owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List; or any person otherwise the target of any sanctions laws, regulations, embargoes or restrictive measures, as amended from time to time, administered, enacted or enforced by the United Nations, the United States, the European Union or any Member State thereof, or the respective governmental institutions and agencies of any of the foregoing responsible for administering, enacting or enforcing Sanctions, including without limitation, OFAC, European Commission and French Government (a “**Sanctions Authority**”).

“**Tokens**” shall have the meaning ascribed to it in the Preamble;

“**Vesting Date**” refers to the date on which the vesting of the Purchased Tokens shall begin, it being specified that such date shall not be later than the Deadline;

“**Vesting Period**” shall have the meaning ascribed to it in Article 4.2.

### 3. Purchase of Tokens

6. The purchase of the Tokens is final, and there are no refunds or cancellation except as may be required by applicable law or regulation under the conditions provided for in these terms and conditions. Purchaser hereby acknowledges that it is legally bound and irrevocably agrees to purchase from the Company the number of Purchased Tokens

specified in article 3.2, for the specified Purchased Price under the terms of this Agreement.

7. The Purchase Price shall reflect a purchase price per Token as :

3 levels : 0,25€/token for the first 6 millions tokens  
0,375€/token for the next 4 millions tokens  
Bonus round : 0,5€/token for 3 millions token

8. Subject to the AML/CFT Policy being satisfied, the Purchaser shall pay the Purchase Price immediately.

9. The Purchaser undertakes to pay the Purchase Price either

- a) by payment in one of the above-mentioned cryptocurrencies.
- b) or by funds transfer in legal tender to the Company's bank account.

#### 4. Vesting

10. The Company hereby undertakes to allocate the Purchased Tokens from the Allocation Date in accordance with the vesting defined in this provision and subject to (i) the Company having received the Purchase Price and (ii) the Purchaser having completed and complied with the AML/CFT Policy.

11. Once the conditions set forth in this provision fulfilled, the Company shall vest to the Purchaser the Purchased Tokens as from the Vesting Date in accordance with a smart contract entered into between the Company and the Purchaser.

12. The delivery of Tokens shall start from the public sale and be subject to a 4, as follows:

*20% unlocked on listing date + 20% unlocked per month"*

#### 5. Use of Tokens

13. Purchaser expressly agrees that Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake, security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

14. The Company has prepared documentation to describe some matters related to the Project, including, but not limited to, any technological aspects and software matters. However, the Company's documentation shall in no way be deemed as constituting a legally binding agreement, contract, decision etc. between the Purchaser and the

Company. This Agreement entirely regulates relations between the Parties and overrides any prior negotiations or otherwise implied terms of cooperation between the Parties.

## 6. AML/CFT

15. The Company maintains a Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) Policy. The Company aims to reasonably identify each prospective purchaser of Tokens, by cross-checking user data against government watch lists, as well as third-party identity verification and authentication services to ensure that the Purchaser is not a Restricted Person. If the Purchaser is flagged through the Company's internal controls, the latter may require from the Purchaser an additional proof of identification. The Company reserves the right to deny permit to any purchases of the Purchaser until additional and verifiable proof of identity is received and the Purchaser has been approved as a prospective purchaser.
16. The Purchaser undertakes to strictly follow any and all requirements and procedures with respect to the AML/CFT Policy, and shall not be entitled to purchase any of the Tokens without successfully completing the AML/CFT Policy.

## 7. Representations and Warranties

17. **Company's Representations and Warranties.** The Company represents and warrants to the Purchaser that each of Company Representations and Warranties is true and accurate as at the date of this Agreement.
18. The Company represents and warrants to the Purchaser that:
  - c) the Company is duly organized and validly existing under the laws of France, and has all requisite power and authority to carry on its business as now conducted;
  - d) the Company has the right, power and authority to execute and deliver this Agreement and to exercise its rights and perform its obligations under this Agreement;
  - e) the execution, delivery and performance of this Agreement by the Company:
    - i) will not result in any violation of, be in conflict with in any material respect, or constitute a material default under: (i) any provision of the Company's articles of association; (ii) any provision of any judgment, decree or order, by which it is bound, or to which the Company or any of its material assets are subject; or (iii) any material contract, obligation, or commitment to which the Company is a party or by which it is bound; and
    - ii) will not result in the creation of any material lien, charge or encumbrance upon any material assets of the Company.

19. **Purchaser's Representations and Warranties.** The Purchaser represents and warrants to the Company that each of the Purchaser Representations and Warranties is true and accurate as at the date of this Agreement.
20. The Purchaser represents and warrants to the Company that:
- a) Purchaser is duly organized and validly existing under the laws of its country of residence, and has all requisite power and authority to carry on its business as now conducted;
  - b) Purchaser has the right, power and authority to execute and deliver this Agreement and to exercise its rights and perform its obligations under this Agreement;
  - c) the execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than the Purchaser;
  - d) the execution, delivery and performance of this Agreement by the Purchaser:
    - iii) will not result in any violation of, be in conflict with in any material respect, or constitute a material default under: (i) any provision of the Purchaser's governing documents, if applicable; (ii) any provision of any judgment, decree or order, by which it is bound, or to which the Purchaser any of its material assets are subject; or (iii) any material contract, obligation, or commitment to which the Purchaser is a party or by which it is bound; and
    - iv) will not result in the creation of any material lien, charge or encumbrance upon any material assets of the Purchaser;
  - b) Purchaser is not a Restricted Person;
  - c) the funds that the Purchaser uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the Tokens to finance, engage in, or otherwise support any unlawful activities;
  - d) Purchaser has read and understood the risks associated with the execution of the Agreement;
  - e) Purchaser is not purchasing Tokens on behalf of any other person, and he will be the sole and beneficial owner of any Token issued;
  - f) Purchaser has sufficient knowledge and experience in financial and business matters, including a sufficient understanding of blockchain and digital assets, so as to be capable of evaluating the risks and merits of its investment in the Company and is capable of bearing the economic risks of such investment, including a complete loss of the Purchase Price;
  - g) Purchaser expressly acknowledges, understands and agrees that he is purchasing Tokens at his sole risk and that the Tokens are provided, used and acquired on an "AS-IS" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Purchaser shall rely on its own examination

and investigation thereof. Guarantees provided by articles 1626 and seq. and 1641 and seq. of the French Civil Code shall be therefore excluded.

## 8. Purchaser's Statements and Acknowledgements

21. **Risks.** The Purchaser acknowledges and agrees that there are significant risks associated with entry into, performance of and the subject matter of this Agreement, including, but not limited to, risks associated with:
- a) the development and deployment of the Project including, but not limited to, the significant risks that:
    - i) the Project is at a very early stage of development and may not be successfully developed or may not function as intended; the Project may not be deployed as intended or at all;
    - ii) the Company may decide that the Project should be developed in such a way that the features of the Project are different from those set out in this Agreement;
  - b) the Token sale, including, but not limited to, the significant risks that:
    - i) the Purchaser will not benefit from any specific regulatory protections;
    - ii) the Token sale or any part of it may not be completed or may not be completed as currently envisaged by the Company;
  - c) the Tokens, including, but not limited to, the significant risks that:
    - i) the Tokens will not come into existence and no Tokens will be allocated to the Purchaser in the event that the Project is not developed or deployed;
    - ii) the Tokens may have no economic value or liquidity and the economic value (if any) of the Tokens over time may experience extreme volatility or depreciate in value, resulting in a total and complete loss which will be borne exclusively by the Purchaser;
    - iii) the Tokens may have no liquidity and the Purchaser may not be able to sell them, which could result in a total loss of the Purchase Price;
  - d) technological risks, blockchains and crypto assets including, but not limited to, the risks that:
    - i) the loss or destruction of a private key or credentials used by the Purchaser to access its Tokens held within its wallet may be irrecoverable;
    - ii) widespread loss or destruction by Token holders of private keys used to access their respective wallet may adversely affect the functioning of the Project and the economic value (if any) of Tokens;
    - iii) the Company may not be able to ensure that material made available to Purchaser by the Company or its Affiliates or any third party in relation to the

Token sale or the Project will be free from viruses or any other code that has contaminating properties or is otherwise destructive in its effect;

- iv) the blockchain on which the Token sale is carried out and the wallet in which funds raised through the Token sale are stored may be subject to successful attacks from hackers or other criminal groups or organizations or countries, including but not limited to denial of service attacks, sybil attacks, spoofing, smurfing malware attacks, consensus based attacks, or phishing, or other new methods that may or may not be known;
  - e) the capital invested in the Purchased Tokens is not guaranteed in any way; investing in Tokens entails a significant capital risk, which the Purchaser acknowledges and accepts;
  - f) legal risks, as the Company shall not be liable for any loss, or any increase in such loss, arising from any introduction, enactment, change, amendment or withdrawal of any Applicable Law or directive of any Governmental Authority occurring after the date of this Agreement, or any change in the interpretation of any of the foregoing by any court of law or tribunal after the date of this Agreement.
22. **Warranties.** The Purchaser acknowledges and agrees that, except as expressly set out in this Agreement and without prejudice to Articles 9, the Company gives the Purchaser no representation, warranty or other assurance, and shall not have any liability, which is excluded to the fullest extent permitted by law, to the Purchaser, in relation to the matters set out in this Article 8 under the paragraph "Risks".
23. **Rights.** The Purchaser acknowledges that the regulatory status of tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. However, on the basis of French law and French regulatory authorities' statements as at the date thereof, the Purchasers acknowledge that a Token:
- a) does not represent a financial instrument within the meaning of article L. 211-1 (II) of the French Monetary and Financial Code and the EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments; thus, the Purchaser agrees and acknowledges that the Tokens have not been and will not be offered in any circumstances that will require the Company to publish a prospectus pursuant to article L. 412-1 of the French Monetary and Financial Code or Directive 2003/71/EC;
  - b) is not an electronic currency within the meaning of article L. 315-1 of the French Monetary and Financial Code and the EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to and pursuit of the business of electronic currency institutions.
24. **Taxes.** The Purchaser shall bear sole responsibility for any taxes as a result of the matters and transactions subject of this Agreement, and any future use, sale or other disposition of Tokens held by the Purchaser and to the extent that the Company is liable for any taxes for which the Purchaser is responsible, it shall indemnify the Company in

respect thereof, it being expressly stated that Article 11 does not apply to the compensation provided for in this paragraph.

25. **Refund and Cancellation.** The Purchaser acknowledges that this Agreement provides for the sale, by the Company, of the Tokens. The Purchaser shall not be entitled to any refund of some or all of the Purchase Price under any circumstances whatsoever.

## 9. Company's Undertakings

26. The Company undertakes to the Purchaser to make all possible and reasonable efforts to develop, or procure the development of the Project and the issuance of the Tokens on or before Deadline.
27. The Company undertakes that the Purchase Price will be reinvested to finance the Project and develop the Project.

## 10. Purchaser's Undertakings

28. The Purchaser acquires the Tokens primarily to support the development, testing, deployment and operation of the Project, being aware of all the risks associated with the Project and the purchase of the Tokens as set forth in this Agreement.
29. The Purchaser also agrees not to use the Tokens and any content or service provided to the Purchaser by the Company, or any of its Affiliate, that does not comply with the objectives and methods set out in this Agreement.
30. In particular, the Purchaser agrees not to modify, interfere with, deactivate or saturate, nor to breach the security of or impair data integrity and confidentiality in relation to any service offered by the Company or its Affiliates.

## 11. Limitations of Liability

31. **Financial limit.** The maximum aggregate liability of each party to each other in respect of all claims under this Agreement shall not exceed the Purchase Price.
32. **Time limit.** If either party (the "**First Party**") becomes aware of a matter or circumstance which may give rise to a claim by it against the other party (the "**Other Party**") under or in connection with this Agreement, the Other Party shall not be liable in respect of it unless the First Party provides written notice to the Other Party specifying that matter or circumstance in reasonable detail (including the First Party's estimate of the amount of such claim) as soon as reasonably practicable and in any event, within twenty (20) Business Days after the First Party became aware of that matter or circumstance.

33. Neither Party shall be liable for any claim under or in connection with this Agreement if the other Party has not given notice in accordance with Article 11.2 no later than the first anniversary of the date of this Agreement.
34. The liability of a Party in respect of a claim under this Agreement shall be extinguished, if such claim has not been previously remedied, satisfied or withdrawn, on the expiry of six (6) months after the date it was notified to the Other Party in accordance with Article 11.2 unless litigation proceedings in respect of it have been commenced.
35. **Legislative change.** The Company shall not be liable for any loss, or any increase in such loss, arising from any introduction, enactment, change, amendment or withdrawal of any Applicable Law or directive of any Governmental Authority occurring after the date of this Agreement, or any change in the interpretation of any of the foregoing by any court of law or tribunal after the date of this Agreement.
36. **Consequential losses.** Notwithstanding anything to the contrary in this Agreement, the Company shall not in any circumstances be liable to the Purchaser under or in connection with this Agreement for indirect loss or consequential loss; or any punitive or aggravated damages.

## 12. Intellectual Property

37. The Tokens do not provide, and Company (and its Affiliates) retains all rights, title and interest in all of its intellectual property in relation to the Project and the Tokens, including but not limited inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon.
38. The Purchaser shall not use any intellectual property of the Company (or of its Affiliates) for any reason without the prior written consent of the Company. Intellectual property of the Company (or of its Affiliates) may only be used, irrespective of the reason, upon receipt of prior consent of the Company in writing.

## 13. Termination

39. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time by the mutual written agreement of the Parties.
40. Without prejudice to the rights and obligations under Articles 11, 12 and 15, upon termination of this Agreement, all rights and obligations of the Company and the Purchaser under this Agreement shall terminate, provided that this Article shall not limit

any rights or obligations of either Party under this Agreement which have accrued prior to such termination.

## 14. Force majeure

41. Neither the Company nor the Purchaser shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.
42. Provided that it has complied with the paragraph above, if a Party is prevented from, hindered or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it shall not be in breach of this Agreement or otherwise liable to the other Party for any such failure or delay in performing such obligations.
43. If a Force Majeure Event prevents the Party from performing its obligations under this Agreement for more than thirty (30) Business Days, the Party may terminate this Agreement immediately by notice to the other Party.

## 15. Confidentiality

44. **Confidential Information.** During the Parties' discussions, evaluations and negotiations of this Agreement, the Company may have disclosed or made available Confidential Information to the Purchaser. "**Confidential Information**" may refer to any information obtained by, whether orally, in documents, electronically, or otherwise, in any form or medium, in any way relating to the business or operations of the Company and that would reasonably under the circumstances be expected or considered to be confidential or proprietary by a prudent person with no special knowledge of the Company's industry, including, but not limited to, information about the Company's or its Affiliates' existing or contemplated products, services, development practices, customers (including former and prospective customers), marketing techniques and plans, pricing policies, sales data, financial information, marketing and sales processes, costs, profits, trade secrets, know-how, processes, techniques, code, improvements, inventions (whether or not patentable), customer lists, supplier/contractor lists and other technical, business and financial information and the like, whether in tangible or intangible form, that is not generally known or available to the public. The terms of this Agreement are Confidential Information.

45. **Confidentiality Obligations.** Purchaser and its Affiliates, officers, directors, employees, shareholders, members, contractors, agents, parents, affiliates, subsidiaries, licensors, successors and assigns agree:
- a) to maintain the Confidential Information in confidence;
  - b) not to disclose the Confidential Information to any third party without the express, prior written consent of the Company;
  - c) not to use the Confidential Information in any way;
  - d) to promptly return or destroy the Confidential Information, including all copies of and materials incorporating Confidential Information, upon the Company's request; and
  - e) to notify the Company as soon as reasonably practicable upon discovering any unauthorized disclosure or loss of any Confidential Information.
46. **Confidential Information.** During the Parties' discussions, evaluations and negotiations of this Agreement, the Company may have disclosed or made available Confidential Information to the Purchaser. "**Confidential Information**" may refer to any information obtained by, whether orally, in documents, electronically, or otherwise, in any form or medium, in any way relating to the business or operations of the Company and that would reasonably under the circumstances be expected or considered to be confidential or proprietary by a prudent person with no special knowledge of the Company's industry, including, but not limited to, information about the Company's or its Affiliates' existing or contemplated products, services, development practices, customers (including former and prospective customers), marketing techniques and plans, pricing policies, sales data, financial information, marketing and sales processes, costs, profits, trade secrets, know-how, processes, techniques, code, improvements, inventions (whether or not patentable), customer lists, supplier/contractor lists and other technical, business and financial information and the like, whether in tangible or intangible form, that is not generally known or available to the public. The terms of this Agreement are Confidential Information.
47. **No Restrictions.** Nothing contained in this Agreement in any way restricts or impairs the Purchaser's right to use, disclose or otherwise deal with any information that (i) at the time of disclosure is available to the public or thereafter becomes available to the public by any means other than improper disclosure by the Company; (ii) was in the Purchaser's possession prior to the time of disclosure; (iii) is independently made available to the Purchaser as a matter of lawful right by a third party who does not have a restriction on use or disclosure; or (iv) is independently developed by the Purchaser without use of the Confidential Information as demonstrated by written records.
48. **Required Disclosure.** If the Purchaser receives a request under authority of a national, regional or local law or regulation purporting to require disclosure of all or part of the Confidential Information, the Purchaser agrees to promptly notify the Company of such request and permit the Company to take action as it deems appropriate. Thereafter, the

Purchaser may disclose such specific required Confidential Information to an authorized person, entity or agency.

49. **Injunctive Relief.** The Purchaser acknowledges and agrees that any breach of this Article may cause immediate and irreparable injury to the Company, and in the event of such breach, the Company shall be entitled to seek injunctive relief and/or compel specific performance, in addition to any other remedies available hereunder, at law, or in equity.

## 16. Personal Data Protection

50. Without prejudice to Article 17, the Purchaser agrees that in accordance with Applicable Law, the Company may collect, store and share information about the Purchaser, which may include personal data about the Purchaser or any individual acting on behalf of the Purchaser, with one or more third Parties, for the purposes of confirming that the Purchaser can be allocated Tokens in accordance with Applicable Law.
51. Where the Purchaser is a natural person and provides information about itself, or where the Purchaser provides information about an individual, it agrees that it has provided or collected, and transferred such information in accordance with Applicable Law, and where it is providing information about an individual, it has notified the individual that such information will be provided to the Company pursuant to this Agreement (and obtained any necessary consents from the individual where required under Applicable Law), and has obtained such individual's agreement in accordance with Article 18, and can evidence the requirements of this Article 18 where requested by the Company.
52. Pursuant to the General Data Protection Regulation (EU) 2016/679, the Company shall implement appropriate measures to prevent the unauthorised use or disclosure of any personal data made available to and processed by the Company in connection with the Agreement ("**Covered Data**"). To this end, the Company has implemented and maintained physical and technical measures that reasonably and appropriately protect the confidentiality, integrity, security and availability of the Purchaser Covered Data.
53. Only the minimum and necessary amount of personal data of the Purchaser is collected at the time of the AML/CFT Policy in order to comply with Applicable Law. Besides, only those personnel of the Company that have been duly authorized will access the Covered Data to ensure the performance of the Agreement.
54. Personal data collected from the Purchaser are intended for administrative and business management purposes. These data are processed to allow the Purchaser to perform the Agreement.
55. By purchasing the Purchased Tokens, the Purchaser agrees and authorises the Company to share, if and when necessary, the Covered Data with any trusted third party (which may be located in a non-EU jurisdiction but providing an equivalent level of protection

across the European Union) for the sole purposes of the provision of the AML/CFT Policy. Besides, the Purchaser acknowledges that the Company may be required to provide the Covered Data to any regulatory bodies or administrative authorities if required by law.

56. Pursuant to the General Data Protection Regulation, the Purchaser shall be entitled to request access to, rectification, erasure of his own personal data, or restriction of processing concerning the Purchaser or to object to processing as well as the right to data portability. As far as technically possible, the Company will enable the Purchaser to exercise his rights. To do so, the Purchaser shall notify in writing his request to the Company, with a copy of its signed ID document.

## 17. Announcements

57. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.
58. Any announcement to be made by the Parties or their Affiliates in connection with this Agreement shall be jointly coordinated and agreed by the Parties.

## 18. Entire Agreement

59. This Agreement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.
60. Any other document, including any other presentation or marketing document, is therefore given for information purposes only and shall not constitute a contractual document that commits the Company (or any of its Affiliates) which may therefore withdraw or modify such documents, without entitling the Purchaser to any compensation.

## 19. Miscellaneous

61. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

62. **Non waiver.** The failure of either Party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either Party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such Party.
63. **No hardship.** The Parties accept, notwithstanding the provisions of article 1195 of the French Civil code, to bear all future liabilities and risks (including unforeseeable as of the date hereof) resulting from the terms and conditions of this Agreement.
64. **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
65. **Assignment.** Neither this Agreement nor any of the rights or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party hereto, and any such assignment without such prior written consent shall be null and void; provided, however, that the Company may assign any or all of their rights and obligations under this Agreement to any of their Affiliates, but only to the extent that such assignment would not result in an impairment of the Purchaser's rights under this Agreement.
66. The Company may subcontract the performance of some or all of its obligations under this Agreement without the consent of the Purchaser.
67. **Notices.** A notice or other communication given under or in connection with this Agreement must be in writing, in the English language and sent by registered letter with acknowledgement of receipt or by e-mail to the addresses of the Parties as shown at the top of the present Agreement or such other address as either of the Parties may, by notice to the other, substitute for their above-mentioned address.

68. **Governing Law and Jurisdiction.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of France, and the Parties irrevocably submit to the exclusive jurisdiction of the Paris Courts for the purposes of hearing and determining any disputes arising hereunder.
69. **Contact.** The Company may be contacted at :
- by email [hello@eternalhorizons.com](mailto:hello@eternalhorizons.com)
  - and on Twitter [@MechaChain](https://twitter.com/MechaChain)

## 20. Signature

70. **Electronic signature by checking the box.**
71. IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date indicated below.