

SAM TOKENS HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE IN THE UNITED STATES OR ANY OTHER JURISDICTION. WITHOUT PREJUDICE TO THEIR STATUS AS A UTILITY TOKEN OR NON-SECURITY, SAM TOKENS MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

**SAMBANX PRIVACY POLICY  
AND  
SAM TOKEN  
GENERATION EVENT  
TERMS AND CONDITIONS**

25 February 2018

The following Privacy Policy and **Terms and Conditions** ("**Terms**") govern your ("**you**" or the "**Purchaser**") use of <http://www.SamBanx.com/> (the "**Website**"), the submission of information on the Website and otherwise, the purchase of cryptographic tokens ("**SAM Tokens**") from Finspire AG, an exempted company registered under the laws of the Switzerland with company number CH-241.3.012.606- 1 (the "**Company**"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. By accessing the Website and/or purchasing SAM Tokens, you agree to comply and be legally bound by these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

***IMPORTANT WARNING: IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE SAM TOKENS FROM THE COMPANY. BY PURCHASING SAM TOKENS FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT [HELLO@SAMBANX.COM](mailto:HELLO@SAMBANX.COM). DO NOT PURCHASE SAM TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING SAM TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT WITH AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE SAM TOKENS.***

***PURCHASES OF SAM TOKENS SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC***

TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF SAM TOKENS DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF ANY FIAT OR CRYPTOCURRENCY (INCLUDING BITCOIN AND ETHER) OR SAM TOKENS RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE SAM TOKENS OR PARTICIPATE IN THE SALE OF SAM TOKENS. YOUR PARTICIPATION IN SAM TOKENS SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

BY PURCHASING SAM TOKENS, AND TO THE EXTENT PERMITTED BY LAW, YOU ARE AGREEING NOT TO HOLD ANY OF THE COMPANY AND ITS 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 (“**SAMBANX TEAM**”) LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF SAM TOKENS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

You agree to use the Website, submit information to the Company, and if you choose to pay money (cryptocurrency or otherwise) to the Company, to buy, and the Company agrees to sell, SAM Tokens in accordance with the following terms:

## **1. Privacy Policy**

1.1 The Company collects the following information from Purchasers:

- Information Purchasers give to the Company. This is information about the Purchaser that the Purchaser gives to the Company by filling in forms on the Website or by corresponding with the Company by phone, e-mail or otherwise. The information the Purchaser gives to the Company may include, but is not limited to, Purchaser’s name, address, e-mail address and phone number, financial information, personal description and photograph.
- Information the Company collects about the Purchaser. With regard to each of Purchaser’s visits to the Website, the Company will automatically collect the following information:
  - technical information, including the Internet protocol (IP) address used to connect Purchaser’s computer to the Internet, Purchaser’s login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
  - information about Purchaser’s visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products the Purchaser viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

- Information the Company receives from other sources. The Company is working with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) who may provide the Company information about the Purchaser.

1.2 The Website uses cookies to distinguish the Purchaser from other users of the Website. This helps the Company to provide the Purchaser with a good experience when the Purchaser browses the Website and also allows the Company to improve the Website.

1.3 The Company uses information held about the Purchaser in the following ways:

- Information Purchasers give to the Company. The Company will use this information:
  - o to carry out Company's obligations arising from any contracts entered into between the Company and the Purchaser and to provide the Purchaser with the information, products and services that the Purchaser requests from us;
  - o to comply with applicable laws and legislation;
  - o to notify the Purchaser about changes to Company's service;
  - o to ensure that content from the Website is presented in the most effective manner for the Purchaser.
- Information the Company collects about the Purchaser. The Company will use this information:
  - o to administer the Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - o to comply with applicable laws and legislation;
  - o to improve the Website to ensure that content is presented in the most effective manner for the Purchaser;
  - o to allow the Purchaser to participate in interactive features of Company's service, when the Purchaser chooses to do so;
  - o as part of Company's efforts to keep the Website safe and secure;
  - o to measure or understand the effectiveness of advertising the Company serve to the Purchaser and others, and to deliver relevant advertising to the Purchaser;
  - o to make suggestions and recommendations to the Purchaser and other users of the Website about goods or services that may interest the Purchaser or them.
- Information the Company receives from other sources. The Company will combine this information with information the Purchaser gives to the Company and information the Company collects about the Purchaser. The Company will use this information and the combined information for the purposes set out above (depending on the types of information the Company receives).

1.4 The Purchaser agrees that the Company has the right to share Purchaser's personal information with:

- any member of the SamBanx Team;
- selected third parties including business partners, know-your-client (KYC)

- service providers, vendors, suppliers, and sub-contractors for the performance of any contract the Company enters into with them or the Purchaser.

The Company will disclose the Purchaser's personal information to other third parties:

- in the event that the Company sells or buys any business or assets, in which case the Company will disclose Purchaser's personal data to the prospective seller or buyer of such business or assets;
- if the Company, or substantially all of its assets, are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets;
- if the Company is under a duty to disclose or share Purchaser's personal data in order to comply with any legal obligation, or in order to enforce or apply the Terms and other agreements; or to protect the rights, property, or safety of the Company or SamBanx Team, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- the transmission of information via the Internet is not completely secure. Although the Company will do its best to protect Purchaser's personal data, the Company cannot guarantee the security of Purchaser's data transmitted to the Website; any transmission is at Purchaser's own risk. Once the Company has received Purchaser's information, the Company will use procedures and security features to try to prevent unauthorized access.

1.5 The Purchaser has the right to ask the Company not to process Purchaser's personal data for marketing purposes. The Purchaser can also exercise this right at any time by contacting the Company at [hello@SamBanx.com](mailto:hello@SamBanx.com).

The Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If the Purchaser follows a link to any of these websites, the Purchaser needs to note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before the Purchaser submits any personal data to these websites.

1.6 Any changes the Company makes to the privacy provisions in the future will be posted on the Website. The Purchaser should periodically check the Website for updates or changes to the privacy provisions.

## **2. Certain Covenants Related to SAM Token Generation Event**

You are not an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company and you are not a "U.S. person" and you are not acquiring SAM Tokens for the account or benefit of a "U.S. person," and you are acquiring such SAM Tokens in an offshore transaction in accordance with Regulation S under the Securities Act and in accordance with the laws applicable to you in the jurisdiction in which such acquisition is made.

When you purchase, or otherwise receive, SAM Tokens, you covenant as follows:

- you will not access the Website from territories where the Website is illegal;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of SAM Tokens

- and allocate SAM Tokens to you;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us; and
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of SAM Tokens.

### 3. Representations and Warranties

You hereby acknowledge, represent, and warrant: (a) as of the date of any SAM Token purchase, (b) as of the date of any discount or rebate related activities you conduct in connection with SAM Tokens, and (c) as of the date of any voting conducted by you in connection with SAM Tokens:

- the information on this Website, including the White Paper and the Terms, relates to a sale of tokens that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities;
- SAM Tokens do not constitute securities in any form in any jurisdiction;
- the White Paper available on the Website (together with the documents incorporated therein by reference, hereinafter the “**White Paper**”) does not constitute a prospectus or offer document in respect of securities of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities;
- no regulatory authority has examined or approved of the information set out in the White Paper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of the White Paper to purchasers of SAM Tokens does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- any offer and sale of SAM Tokens in the United States in compliance with applicable exemptions under the Securities Act shall be without prejudice to the status of SAM Tokens as utility tokens and shall not be deemed to be a conclusion that the SAM Tokens are “securities” as defined in the Securities Act or under the securities laws of any state in the United States or any other jurisdiction;
- the distribution or dissemination of the White Paper, any part thereof or any copy thereof, or acceptance of the same by purchasers of SAM Tokens, is not prohibited or restricted by the applicable laws, regulations or rules in your applicable jurisdiction, and where any restrictions in relation to possession are applicable, purchasers of SAM Tokens have observed and complied with all such restrictions at purchasers’ own expense and without liability to the Company;
- SAM Tokens are not to be construed, interpreted, classified or treated as:
  - (i) any kind of currency;
  - (ii) debentures, stocks or shares issued by any person or entity;
  - (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
  - (iv) rights under a contract for differences or under any other contract the

purpose or pretended purpose of which is to secure a profit or avoid a loss;

- (v) units in a collective investment scheme;
  - (vi) units in a business trust;
  - (vii) derivatives of units in a business trust; or
  - (viii) any other security or class of securities;
- you are fully aware of and understand that purchasers of SAM Tokens are not eligible to purchase any SAM Tokens if purchasers of SAM Tokens are a citizen, resident (tax or otherwise) of a jurisdiction that prohibits acquisition of cryptographic tokens and/or virtual currencies;
  - you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
  - the Company or any of the SamBanx Team is not liable for 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 any acceptance of or reliance on the White Paper or any part thereof by purchasers of SAM Tokens;
  - all of the above representations and warranties are true, complete, accurate and non-misleading from the time of access to and/or acceptance of possession by you of the White Paper or such part thereof (as the case may be);
  - you are not a citizen or resident of the United States;
  - you will not use SAM Tokens or any information on the Website for any unlawful or prohibited purpose;
  - neither the Company nor any of the SamBanx Team has provided you with any advice regarding whether SAM Tokens is a suitable investment for you;
  - you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
  - you have not supplied us with information relating to your acquisition of SAM Tokens or otherwise which is inaccurate or misleading;
  - you are not younger than 18 and are of a sufficient age (if an individual) to legally obtain SAM Tokens, and you are not aware of any other legal reason to prevent you from obtaining SAM Tokens;
  - you take sole responsibility for any restrictions and risks associated with receiving and holding SAM Tokens, including but not limited to those set out in the Legal / Risk Factors Document outlined at the end of this document;
  - by acquiring SAM Tokens, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
  - you are not obtaining or using SAM Tokens for any illegal purpose, and will not use SAM Tokens for any illegal purpose;
  - to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of SamBanx (as the project is described in White Paper and/or the Ethereum Network).
  - you accept that SAM Tokens are created and you obtain SAM Tokens on an

- “as is” and “under development” basis;
- you bear sole responsibility for determining if:
  - (i) the acquisition, the allocation, use or ownership of SAM Tokens;
  - (ii) the potential appreciation or depreciation in the value of SAM Tokens over time, if any;
  - (iii) the sale and purchase of SAM Tokens; and/or
  - (iv) any other action or transaction related to SAM Tokens, has tax implications.

#### **4. Rights and Limitations Associated with SAM Tokens**

SAM Tokens shall have the discount and voting rights as described in these Terms and in the White Paper, subject to the restrictions, obligations, risk factors, and limitations set out in the White Paper and herein.

*FOR THE AVOIDANCE OF DOUBT, SAMBANX REMAINS IN DEVELOPMENT AND ANY STATEMENTS ABOUT OPERATIONS OF SAMBANX REFER TO INTENDED FUTURE OPERATIONS.*

#### **5. Certain Undertakings in Relation to Regulations**

- a. You are acquiring SAM Tokens, if, as and when issued for usage, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities laws, subject to any requirement of law that the disposition of your property or the property of such purchaser account or accounts be at all times within your or their control and subject to your or their ability to resell SAM Tokens, if, as and when issued, pursuant to Rule 144A, Regulation S, or any other exemption from registration available under the Securities Act.
- b. If you are acquiring SAM Tokens pursuant to Regulation S, you acknowledge on your own behalf and on behalf of any purchaser account for which you are acquiring SAM Tokens, and each subsequent holder of SAM Tokens by its acceptance thereof will be deemed to acknowledge that, until the expiration of the “distribution compliance period” under Regulation S (the “Distribution Compliance Period”), you or it will not make any offer or sale of SAM Tokens to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rules 902 and 903 of the Securities Act, except in compliance with applicable securities laws. In addition, you further acknowledge that with respect to SAM Tokens received pursuant to Regulation S, hedging transactions involving such SAM Tokens may not be conducted unless in compliance with the Securities Act.
- c. Each holder of SAM Tokens acknowledges that the Company is not making any representations as to the availability of the exemption provided by Rule 144 for resale of SAM Tokens, if, as and when issued.
- d. Each holder of a SAM Tokens acknowledges that SAM Tokens, when, as and if issued, will be deemed to contain a legend substantially to the following effect:

***THIS SAM TOKEN HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SAM TOKEN NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE***

REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. SUBSEQUENT TO THE INITIAL ISSUANCE OF THIS SAM TOKEN, EACH HOLDER OF THIS SAM TOKEN, BY ITS ACCEPTANCE THEREOF, REPRESENTS THAT (A) IT IS A "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT ("RULE 144A")) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THIS SAM TOKEN IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

THIS SAM TOKEN WILL BE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW, THIS SAM TOKEN SHALL NOT BE EXCHANGEABLE FOR A SECURITY THAT DOES NOT CONTAIN A LEGEND CONTAINING RESTRICTIONS ON TRANSFER UNTIL THE EXPIRATION OF THE APPLICABLE "DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF REGULATION S) AND THEN ONLY UPON CERTIFICATION THAT SUCH BENEFICIAL INTERESTS ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT.

THE HOLDER OF THIS SAM TOKEN AGREES (1) TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SAM TOKEN, PRIOR TO THE EXPIRATION OF THE APPLICABLE HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT (THE "RESALE RESTRICTION TERMINATION DATE"), ONLY (A) TO THE COMPANY OR ANY OF THE COMPANY'S SUBSIDIARIES, (B) FOR SO LONG AS THE SAM TOKEN IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES TO PERSONS WHO ARE NOT "U.S. PERSONS" THAT OCCUR OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION, AND (2) THAT IT WILL HAVE A REASONABLE BELIEF THAT EACH PERSON TO WHOM THE SAM TOKEN IS TRANSFERRED WILL BE PRESENTED WITH NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND



AND WILL HAVE AFFIRMATIVELY SIGNALLED HIS, HER OR ITS UNDERSTANDING; PROVIDED, THAT THE COMPANY SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (B) AND (E), PRIOR TO THE RESALE RESTRICTION TERMINATION DATE, OR PURSUANT TO CLAUSE (C), PRIOR TO, AND UPON COMPLETION OF, THE DISTRIBUTION COMPLIANCE PERIOD (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.

HEDGING TRANSACTIONS INVOLVING THE SAM TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

- e. You agree that you will not transfer SAM Tokens unless you are given reasonable assurance that each person to whom you transfer SAM Tokens receives notice of any restrictions on transfer of such SAM Tokens.
- f. If you are a Purchaser in a transaction that occurs outside the United States within the meaning of Regulation S, you acknowledge that until the expiration of the Distribution Compliance Period, any offer or sale of SAM Tokens within the United States or to a U.S. Person by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.
- g. You understand that no action has been taken in any jurisdiction in the U.S. or elsewhere by the Company that would result in a public offering of SAM Tokens or the possession, circulation or distribution of the White Paper, the Terms or any other material relating to the Company or SAM Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the SAM Tokens will be subject to the transfer restrictions set forth hereunder.
- h. You acknowledge that the Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties and agreements set forth herein and agree that, if any acknowledgements, representations, warranties and agreements deemed to have been made by your participation in the sale of SAM Tokens are no longer accurate, you will promptly notify the Company.

## **6. SAM Tokens Sale**

The Company is conducting an initial coin offering for funding further development of SamBanx mobile cryptocurrency solution. Operation of SamBanx will depend on existence and circulation of SAM Tokens. SAM Tokens will have attributes of (i) discount on SamBanx services and (ii) internal SamBanx payment unit. SAM Tokens

give their holders discount rights as outlined in these Terms and in the White Paper.

SAM Token specifications:

- Token symbol: SAM;
- Token full name: SAM Token;
- Token standard: ERC20;
- Total token supply: 100,000,000;
- Total token number for sale: 70,000,000;
- Total token number for airdrop: 10,000,000;

SAM Tokens will be generated as soon as reasonably practicable after completion of the SAM Tokens sale. The timing for completion of the SAM Tokens sale is provided on the Website. **Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any SAM Tokens purchased from the Company.**

## 7. SAM Token Generation Event

The SAM Token Sale is conducted as a private sale ("**Private Sale**") in accordance with the below specifications:

- Period: from 15.03.2018 (09:00:00 UTC) until 01.05.2018 (09:00:00 UTC);
- Total amount of SAM Tokens available for the Private Sale: 30,000,000;
- Hard Cap: 40,000,000 SAM;
- Minimum purchase amount: 2 ETH;
- SAM Token price: 0.20 EUR (after 50% discount from regular price);
- Accepted currency: ETH/BTC/LTC/DASH/EUR/USD/CHF. Currency conversion will be processed at the exchange rate that is the arithmetic average of the exchange rates listed on the following cryptocurrency exchanges GDAX, Kraken and Bitstamp at the time of purchase.

## 8. Sam Token Airdrop

After completion of the Private Sale the company will distribute 10,000,000 Sam Tokens for free in its own discretion. But in any case, no more than 150 SAM Tokens will be distributed to a single individual or an entity.

## 9. Token Lock up & Escrow

The total supply of some tokens will be distributed as follows:

- Private Sale: 30,000,000 SAM Tokens;
- Public Sale: 40,000,000 SAM Tokens;
- Airdrop: 10,000,000 SAM Tokens;
- Team/Advisors/Partners: 20,000,000 SAM Tokens; and

## 10. Token Lock up & Escrow

The Purchaser undertakes not transfer any of the SAM Tokens acquired in Private Sale until 01.09.2018 ("**Lock up Period**"). To secure this undertaking, the Company reserves the right to keep SAM Tokens in escrow for the benefit of the Purchasers until the end of the Lock up Period.

## 11. KYC

As part of SAM Tokens sale, the Company shall collect your personal information for

the purposes of conducting a know-your-client (KYC) procedure as per Company policy. The Company reserves the right to unilaterally terminate any agreement with a Purchaser if such Purchaser does not pass the Company's KYC. Such termination may occur after the transfer of funds by you to the Company, in which case the Company shall refund such funds to the Purchaser as soon as reasonably practicable.

#### **12. After the SAM Tokens Sale**

To the fullest extent permitted under applicable law, all rights, obligations, and limitations arising under SAM Tokens as per the terms hereof shall remain with SAM Tokens, regardless of ownership. Accordingly, such rights, obligations, and limitations will transfer as SAM Tokens are transferred from one owner to another. Prior to a Purchaser selling SAM Tokens after the Company's sale of SAM Tokens is complete, such Purchaser shall ensure that the buyer of any such SAM Tokens undertakes to comply with all the provisions of these Terms as if such buyer were a Purchaser in the Company's sale of SAM Tokens.

The Company and the SamBanx Team in no way guarantee that the value of SAM Tokens will appreciate after the sale of SAM Tokens. If SAM Tokens do appreciate in value, neither the Company nor any of the SamBanx Team, makes any guarantee that the value of SAM Tokens will not subsequently decrease.

#### **13. All Purchases of SAM Tokens are Final**

All purchases of SAM Tokens are final. Purchases of SAM Tokens are non-refundable. By purchasing SAM Tokens, the purchaser acknowledges that neither the Company nor any SamBanx Team member, nor any of their affiliates, directors or shareholders are required to provide a refund for any reason. If the company believes, in its sole discretion, that any individuals or entities owning SAM Tokens creates material regulatory or other legal risks or adverse effects for the Company and/or SamBanx, the Company reserves the right to buy all SAM Tokens from such token owners at the then-existing market price.

#### **14. Taxation of SAM Tokens and Taxation Related to the ICO**

The Purchaser bears the sole responsibility to determine if the purchase of SAM Tokens or the potential appreciation or depreciation in the value of SAM Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing SAM Tokens, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax record keeping or liability associated with or arising from the purchase of

SAM Tokens.

### **15. Force Majeure**

SamBanx Team is not liable for failure to perform solely caused by:

- unavoidable casualty;
- delivery delays;
- embargoes;
- government orders;
- acts of civil or military authorities;
- acts by common carriers;
- emergency conditions (including weather conditions);
- security issues arising from the technology used; or
- or any similar unforeseen event that renders performance commercially implausible.

### **16. Disclaimer of Warranties**

The Purchaser expressly agrees that the Purchaser is purchasing SAM Tokens at the Purchaser's sole risk and that SAM Tokens are provided without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of the SamBanx Team warrants that the process for purchasing SAM Tokens will be uninterrupted or error-free.

### **17. Limitations Waiver of Liability**

The Purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to (i) use of, or inability to use, SAM Tokens or (ii) the SamBanx Team under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the SamBanx Team shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase, tokens, or arising out of any interaction with the smart contract implemented in relation to SAM Tokens. The Purchaser further specifically acknowledges that the SamBanx Team is not liable for the conduct of third parties, including other Purchasers of SAM Tokens, and that the risk of purchasing and using SAM Tokens rests entirely with the Purchaser. To the extent permissible under applicable laws, under no circumstances will any of the SamBanx Team be liable to any Purchaser for more than the amount the Purchaser have paid to the Company for the purchase of SAM Tokens.

### **18. Complete Agreement**

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of SAM Tokens. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these Terms in determining purchase decisions and understands that the Terms govern the sale of SAM Tokens and supersede any public statements about the SAM Tokens sale made by third parties or by the SamBanx Team or individuals associated with any of the

SamBanx Team, past and present and during the SAM Tokens sale.

### **19. Severability**

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

### **20. No Waiver**

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the SamBanx Team shall be deemed a modification of these Terms nor be legally binding.

### **21. Updates to the Terms and the Website**

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the White Paper and/or Terms at any time during the sale by posting the amended White Paper and/or Terms on the Website. All changes will be effective upon posting on the Website. You agree to be bound by any such changes if you continue to use the Website and/or holding SAM Tokens (including the rights to receive SAM Tokens). The Company may change, restrict access to, suspend or discontinue the Website, or any portion of the Website, at any time.

### **22. Cooperation with Legal Authorities**

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

### **23. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the SamBanx Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of SAM Tokens; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 20.

### **24. Assignment**

Other than with respect to transfers of SAM Tokens, Purchaser may not assign, transfer, charge or deal in any other manner with these Terms or any of its rights under it (including holding an interest on trust for another), nor purport to do so, nor subcontract any or all of its obligations under these Terms without having obtained the prior

written consent of the Company.

## **25. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold the SAM Tokens purchased from the Company, 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 SAM Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## **26. Entire Agreement**

These Terms set out the entire agreement between the Purchaser and the Company in respect of the use of the Website, the disclosure of information about the Purchaser to the Company, the sale of SAM Tokens, and SamBanx and supersede any previous agreement or arrangement between the Purchaser and the Company relating to the subject matter of SAM Tokens sale or SamBanx.

## **27. Third Party Rights**

Other than with respect to transfers of SAM Tokens, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms.

## **28. Communications**

You agree that the Company may communicate with, and/or otherwise provide notifications to you, via email and other forms of electronic communications, by sending you a paper document, or by posting on the Website.

## **29. Language**

Only English versions of any SamBanx Team communications shall be considered official communications of the Company. The English version of any communications and/or these Terms shall prevail in case of differences in translation.

## **30. Governing Law**

This Terms, the arbitration clause contained in them and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

## **31. Arbitration**

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination (“**Dispute**”), shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the Company and the Purchaser would otherwise have to any form of appeal, which rights are expressly reserved. The number of arbitrators shall be one. The seat of the arbitration shall be London. The language of the arbitration shall be English.

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.

## **SAMBANX LEGAL / RISK FACTORS**

Capitalized terms not otherwise defined herein shall have the meanings set forth in the SamBanx White Paper (the “White Paper”) available at <http://www.SamBanx.com/> (the “Website”).

### **RISKS AND UNCERTAINTIES**

Prospective purchasers of SAM Tokens (as defined in the Terms and Conditions (the “Terms”) available on the Website) should carefully consider and evaluate all risks and uncertainties associated with Finspire AG and its business and operations and those of its affiliates, SAM Tokens, the Finspire AG token generation event, all information set out in the White Paper and the terms prior to any purchase of SAM Tokens. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of Finspire AG could be materially and adversely affected. In such cases, purchasers of SAM Tokens may lose all or part of the value of SAM Tokens.

By purchasing, owning, and using SAM Tokens, purchasers of SAM Tokens expressly acknowledge and assume the following risks:

#### **1. Risk of Losing Access to SAM Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error**

A private key, or a combination of private keys, is necessary to control and dispose of SAM Tokens stored in purchaser’s digital wallet or vault. Accordingly, loss of requisite private key(s) associated with purchasers of SAM Tokens’ digital wallet or vault storing SAM Tokens will result in loss of such SAM 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 purchasers of SAM Tokens use, may be able to misappropriate purchasers of SAM Tokens’ SAM Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault purchasers of SAM Tokens choose to receive and store SAM Tokens in, including purchaser’s own failure to properly maintain or use such digital wallet or vault, may also result in the loss of purchaser’s SAM Tokens. Additionally, purchaser’s failure to follow precisely the procedures set forth for buying and receiving SAM Tokens, including, for instance, if purchasers of SAM Tokens provide the wrong address for the receiving SAM Tokens, or provide an address that is not ERC-20 compatible, may result in the loss of purchaser’s SAM Tokens. Wallets that are ERC-20 compatible include MetaMask, MyEtherWallet, Mist, Parity, imToken, Coinomi, Ledger Nano S, Trezor, and Eidoo. Wallets that cannot receive ERC-20 tokens and exchanges (SAM Tokens may not be issued to any exchange address.) include, without limitation Exodus, Blockchain.info, Freewallet, Coinbase, Poloniex, Kraken, Bitstamp, Cex.io, Jaxx, and Bittrex.

#### **2. Risks Associated with the Ethereum Protocol**

Because SAM Tokens and SamBanx are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on SAM Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to SAM Tokens 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, SAM Tokens are susceptible to attacks by miners in the course of validating SAM Tokens transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to SamBanx and SAM Tokens, including, but not limited to, accurate execution and recording of transactions involving SAM Tokens.

#### **4. Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with SamBanx or



SAM 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.

#### **5. Risks Associated with Markets for SAM Tokens**

If secondary trading of SAM 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 SAM Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile. There is no guarantee that a robust or liquid secondary market for SAM Tokens will develop.

#### **6. Risk of Uninsured Losses**

SAM Tokens are uninsured unless purchasers of SAM Tokens specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company (as defined in the Terms), to offer recourse to purchasers of SAM Tokens.

#### **7. Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of SAM Tokens, distributed ledger technology and initial coin offerings 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 SamBanx and SAM 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 SamBanx and SAM Tokens. Regulatory actions could negatively impact SamBanx and SAM Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of SAM Tokens constitutes unlawful activity or that SAM 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 approvals) to operate in such jurisdiction.

#### **8. Risks Arising from Taxation**

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

#### **9. Risk of Competing platforms**

It is possible that alternative platforms could be established and attempt to facilitate services that are materially similar to the services provided by SamBanx. This could materially affect the market share of SamBanx, which, in turn, limits the utility of SAM Tokens.

#### **10. Risks Arising from Lack of Control**

Because SAM Tokens confer no control or governance rights of any kind with respect to SamBanx or the Company, all decisions involving the Company's products or services will be made by the Company at its sole discretion. These decisions could adversely affect SamBanx and the utility of SAM Tokens.

#### **11. Risk Associated with KYC**

SamBanx reserves the right to conduct a "know your client" assessment (KYC) on all purchasers of SAM Tokens. Such KYC may be conducted following the receipt of funds from purchasers of SAM Tokens. In the event KYC is not satisfied (as determined by the Company, in its sole discretion), the Company may return any such funds and refuse to issue SAM Tokens. In such cases purchasers of SAM Tokens will not be compensated for any loss of use of such funds during the period beginning with such payment until so returned.

## **12. Risk Associated with SamBanx Deployment Delays**

It is possible that SamBanx will be deployed later than anticipated due to various factors. Until SamBanx has been deployed and has clients SAM Tokens will not have a utility or be effective.

## **13. Unanticipated Risks**

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

## **DISCLAIMER OF LIABILITY**

To the maximum extent permitted by the applicable laws, regulations and rules, neither Finspire AG nor its 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 “**SamBanx Team**”) shall be liable for 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 any acceptance of, or reliance on, the White Paper or any part thereof by purchasers of SAM Tokens.

## **NO REPRESENTATIONS AND WARRANTIES**

Finspire AG does not make nor purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in the White Paper.

## **CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS**

All statements contained in the White Paper, statements made in press releases or in any place accessible by the public and oral statements that may be made by Finspire AG or any of SamBanx Team on behalf of Finspire AG, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding Finspire AG’s financial position, business strategies, plans and prospects and the future prospects of the industry which Finspire AG is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to Finspire AG’s revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in the White Paper regarding Finspire AG are matters that are not historical facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of SamBanx, SAM Tokens, or Finspire AG and its affiliates to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

(a) changes in political, social, economic and/or cryptocurrency market conditions, and the regulatory environment in the countries in which any member of the SamBanx Team conducts its respective businesses and operations;

- (b) the risk that any member of the SamBanx may be unable or execute or implement their respective business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- (d) changes in the anticipated growth strategies and expected internal growth of any member of the SamBanx;
- (e) changes in the availability and fees payable to any member of the SamBanx in connection with their respective businesses and operations;
- (f) changes in the availability and salaries of employees who are required by any member of the SamBanx to operate their respective businesses and operations;
- (g) changes in preferences of customers of any member of the SamBanx;
- (h) changes in competitive conditions under which any member of the SamBanx operate, and the ability of any member of the SamBanx to compete under such conditions;
- (i) changes in the future capital needs of any member of the SamBanx and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of any member of the SamBanx; and
- (l) other factors beyond the control of any member of the SamBanx.

All forward-looking statements made by or attributable to Finspire AG and/or SamBanx Team or other persons acting on behalf of the SamBanx Team are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of any of SamBanx, Finspire AG, and/or its affiliates to be materially different from that expected, expressed or implied by the forward-looking statements in the White Paper, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of the White Paper.

Neither Finspire AG nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of Finspire AG will be as discussed in those forward-looking statements. The actual results, performance or achievements of Finspire AG may differ materially from those anticipated in these forward-looking statements.

Nothing contained in the White Paper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of Finspire AG.

Further, Finspire AG disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

## **MARKET AND INDUSTRY INFORMATION AND NO CONSENT OF OTHER PERSONS**

The White Paper includes market and industry information and forecasts that may have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there

can be no assurance as to the accuracy or completeness of such included information.

Save for Finspire AG and SamBanx Team, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in the White Paper or Website, and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

Neither Finspire AG nor any member of SamBanx Team has conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither Finspire AG nor any of member of SamBanx Team makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

## **TERMS USED**

To facilitate a better understanding of SAM Tokens being offered for purchase by Finspire AG, and the businesses and operations of Finspire AG, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in the White Paper. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.

## **NO ADVICE**

No information in the White Paper should be considered to be business, legal, financial or tax advice regarding Finspire AG, SAM Tokens, and/or the Finspire AG token generation event. Purchasers of SAM Tokens should consult their own legal, financial, tax or other professional adviser regarding Finspire AG and its business and operations, SAM Tokens, Finspire AG token generation event. Purchasers of SAM Tokens should be aware that they may be required to bear the financial risk of any purchase of SAM Tokens for an indefinite period of time.

## **NO FURTHER INFORMATION OR UPDATE**

No person has been or is authorized to give any information or representation not contained in the White Paper in connection with Finspire AG and its business and operations, SAM Tokens, the Finspire AG token generation event, and, if given, such information or representation must not be relied upon. The Finspire AG token generation event (as referred to in the White Paper) shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of Finspire AG or in any statement of fact or information contained in the White Paper since the date hereof.

## **RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION**

The distribution or dissemination of the White Paper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any restriction applies, purchasers of SAM Tokens are to inform themselves about, and to observe, any restrictions which are applicable to them, possession of the White Paper or such part thereof (as the case may be) at their own expense and without liability to Finspire AG or any member of the SamBanx Team.

Persons to whom a copy of the White Paper has been distributed or disseminated, provided access to or who otherwise have the White Paper in their possession shall not circulate it to any other persons, reproduce or otherwise distribute the White Paper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur, if doing any of the above would be prohibited by applicable legislation.

## **NO OFFER OF SECURITIES OR REGISTRATION**

The White Paper is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. Any agreement in relation to any sale and purchase of SAM Tokens is to be governed by only the Terms and no other document. In the event of any inconsistencies between the Terms and the White Paper, the Terms shall prevail.

No regulatory authority has examined or approved of any of the information set out in the White Paper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction.

In the event Finspire AG chooses to comply with securities laws and/or an applicable exemption from securities registration or other obligations, such compliance shall be without prejudice to any position of, or assertion by, Finspire AG that SAM Tokens are not securities.

**THIS LEGAL / RISK FACTORS DOCUMENT IS SUPPLEMENTAL TO THE TERMS AND THE WHITE PAPER AND SHOULD BE READ IN CONJUNCTION THEREWITH.**

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