CONTRIBUTION TERMS RELATING TO TOKEN GENERATION EVENT

PLEASE READ THESE CONTRIBUTION TERMS CAREFULLY. BY MAKING A CONTRIBUTION TO OTC EXCHANGE, INC. FOR THE PURCHASE OF TOKENS DURING THE CONTRIBUTION PERIOD, YOU WILL BE BOUND BY THESE CONTRIBUTION TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE CONTRIBUTION TERMS, YOU WILL BE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH OTC EXCHANGE, INC. THESE CONTRIBUTION TERMS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE CONTRIBUTION TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF TOKENS.

OTC EXCHANGE, INC. is a company incorporated and registered in state of Texas and is referred to in these Contribution Terms as "OTCE", "Company", "We", "Our" or "Us". References in these Contribution Terms to "Contributor", "User", "your" or "you" are to the person/entity who accepts these Contribution Terms and agrees to make a contribution to OTCE as set out in and on the terms of these Contribution Terms. You and OTCE shall together be referred to as the "Parties" and references to a "Party" shall be to the relevant one of them as the context requires.

If you have any questions relating to or in connection with these Contribution Terms, please contact us at otcexchange@gmail.com .

You and OTCE hereby agree as follows:

1. OTCE Platform

1.1 OTCE promotes and develops new technologies and applications, especially in the fields of new open and decentralized software architecture. OTCE's core focus (but not exclusive focus) is on the promotion and development of the OTCE platform and related technologies, as well and the promotion and support of applications that use the OTCE platform. The OTCE is developing a blockchain based protocol aimed at providing decentralized solutions for cryptocurrency markets (the "OTCE Platform").

2. Scope of Contribution Terms

2.1 Save as otherwise set out in these Contribution Terms, these Contribution Terms (including any terms incorporated herein by reference) govern only your contribution to OTCE for the purchase of Tokens during the Contribution Period (as such terms are defined in clauses 3.1 and 3.2 respectively below).

2.2 Any potential future use of the Tokens in connection with provision or receipt of services on the OTCE Platform shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the OTCE Platform ("Platform Terms"). Such Platform Terms will be made available to OTCE Platform users, if the OTCE Platform is successfully developed and deployed.

2.3 For a more detailed description of the OTCE Platform, please refer to the OTCE website at www.otcexchange.company and the OTCE Whitepaper (a copy of which can be found at: OTCE WhitePaper . The information contained in the OTCE Whitepaper and on the OTCE website are of descriptive nature only, are not binding and do not form part of these Contribution Terms.

3. Creation and issue of Tokens through the Smart Contract System

3.1 OTCE has deployed a smart contract system (the "Smart Contract System" or "SCS") on the Ethereum blockchain for the purposes of receiving contributions, creating its own proprietary OTCE tokens ("Tokens") and issuing such Tokens to the Ethereum wallet from which the contribution was received. The Token created shall be based on the ERC20 token standard.

3.2 The Smart Contract System shall be made available to receive contributions, create Tokens and issue Tokens for a defined period of time ("Contribution Period"). The Contribution Period shall commence on 2nd April 2018 at UTC 14:00 and shall end on satisfaction of one of the following "Completion Conditions" (whichever is the earlier):

1. a) USD 5 million worth of Ether contributions are received by the Smart Contract System; or

2. b) the expiry of 2 weeks from the commencement of the Contribution Period.

3.3 The creation and issue of Tokens shall be initiated by the Contributor transferring an amount in Ether ("ETH") during the Contribution Period to the Smart Contract System, located on the Ethereum blockchain at [the address to be published on www.otcexchange.company when the Contribution Period commences. The Smart Contract System's receipt of the contribution in Ether from the Contributor will trigger a smart contract operation whereby Tokens will be created and issued to the Ethereum wallet address from which the contribution was received.

3.4 The Smart Contract System shall only accept contributions that are made in ETH. The Smart Contract System will not accept any contributions made in fiat currencies or any crypto-currencies (other than ETH).

3.5 Only the Smart Contract System existing at the addresses referred to in clause 3.3 will be able to accept contributions and create and issue Tokens during the Contribution Period. To the extent that any third-party website, service or smart-contract offers Tokens during the Contribution Period or facilitates the allocation or transfer of Tokens in any way during the Contribution Period or at any time up to the release of the Genesis Block, such third-party websites or services are, unless expressly set out in these Contribution Terms or mentioned on the OTCE website referred to in clause 3.3, not authorised by OTCE nor do they have any legal or commercial relationship in any way with OTCE, the Tokens or the OTCE Platform. Contributors who send contributions to any third- party website, service or smart contract that offers Tokens in the manner described in this clause 3.5, risk losing their entire contribution and OTCE shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall OTCE be responsible or liable for any losses incurred by the Contributor in this respect.

3.6 In order to receive Tokens created and issued by the Smart Contract System as described in clause 3.3, you shall send contributions to the Smart Contract System from an Ethereum wallet that supports the ERC20 token standard (in other words the Contributor's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage, holding and transfer of the Tokens, being tokens that are created based on the ERC20 token standard). OTCE reserves the right to prescribed additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.

3.7 Contributions received by the Smart Contract System shall be the sole and exclusive property of OTCE, who shall be entitled to apply such contributions towards the development of the OTCE Platform and for other operational expenses of the Company. Subject to clause 3.9 below, you irrevocably and unconditionally waive any rights which you have or may in the future have to claim title to or reimbursement of any contributions received by the Smart Contract System.

3.8 Token Price: During the Contribution Period, the Smart Contract System shall create and issue 200 Tokens for every ETH contributed and received by the Smart Contract System.

3.9 Minimum Target: OTCE has imposed a minimum aggregate contribution target equivalent to USD 5 million ("Minimum Target"). If on conclusion of the Contribution Period pursuant to clause 3.2b), the aggregate sum of all contributions received by the Smart Contract System is less than the Minimum Target, OTCE shall, within a reasonable period of time, exercise reasonable endeavors to procure that contributions are returned to the Ethereum wallet address from which the contribution was received.

3.10 Total amount of Tokens issued: the total amount of Tokens to be issued shall be twice the total amount of Token allocated during the Contribution Period, so that 50% of the total amount of Tokens shall be held by the Company and 50% of the total amount Tokens shall be held by the Contributors.

4. Refunds, Refusals, Suspension and Termination of Contributions

4.1 Subject to clause 3.9, all contributions made under these Contribution Terms are final and Contributors shall not be entitled to any refund or return of contributions from OTCE, except to the extent required by applicable law.

4.2 OTCE reserves the right, through the Smart Contract System or otherwise, to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavors to procure that the contribution is recovered and returned to the Ethereum wallet from which the contribution was made, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

4.3 At any time prior to satisfaction of the Completion Conditions, OTCE may either temporarily suspend or permanently abort the Contribution Period for security reasons. Any suspension or abort of the Contribution Period shall be deemed to commence from the moment that OTCE publishes a notice to that effect on its website at www.otcexchange.company .

4.4 During any period of suspension or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create Tokens and/or issue Tokens to Contributors. Contributors who send contributions to the Smart Contract System, after OTCE has published a notice that the Contribution Period has been suspended or aborted in accordance with clause 4.3, risk losing their entire contribution and OTCE shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect. You are therefore strongly advised to check the website link set out in clause 4.3 above before sending a contribution to the Smart Contract System.

5. Token Functionality

5.1 Ownership of Tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the OTCE Platform (as further described in the White Paper), if and to the extent the OTCE Platform is successfully developed and launched. Any potential future right or expectation relating to the potential future provision and receipt of services on the OTCE Platform shall be subject to any restrictions and limitations set out in these Contribution Terms and/or the Platform Terms (as applicable)).

PLEASE NOTE THAT OTCE IS IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, OTCE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH IT IS SUBJECT.

5.2 You acknowledge and accept that Tokens do not represent or constitute:

a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

b) any right to receive future revenues, shares or any other form of participation or governance right in or relating to OTCE and/or the OTCE Platform;

c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or

d) the provision of any goods and/or services as at the date that these Contribution Terms form a binding agreement between the Parties.

5.3 Protections offered by applicable law in relation to the purchase, holding and/or sale of the instruments and/or investments referred to in clause 5.2 above shall not apply to any contribution made under these Contribution Terms for the purchase of Tokens or to your holding or sale of Tokens.

5.4 OTCE makes no warranties or representations and offers no assurances (in each case whether express or implied) that the Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with OTCE Platform.

6. Audit of the Smart Contract System

6.1 OTCE has exercised reasonable endeavours to have the Smart Contract System audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed in accordance with best industry practice.

6.2 Notwithstanding clause 6.1, smart contract technology is still in an early development stage and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and the Token are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of ETH contributions and/or Tokens.

7. Security

7.1 You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and store Tokens that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of Tokens nor are we under any obligation to recover or return any Tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) Tokens.

8. Right to Request Information

8.1 We may determine, in our sole and absolute discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with creation and issue of Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge and accept that we may refuse or reject any contributions for the purchase of Tokens until you provide such requested information and we have determined that it is permissible to create and issue Tokens to you under applicable law or regulation.

9. Indemnity

9.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless OTCE and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**OTCE Parties**") from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to: (i) your acquisition or use of Tokens; (ii) the performance or non-performance of your responsibilities or obligations under these Contribution Terms; (iii) your violation of these Contribution Terms; or (iv) your violation of any rights of any other person or entity.

9.2 OTCE reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to indemnity set out in clause 9.1. This indemnity is in addition to, and not in lieu of, any other remedies that may be available to OTCE under applicable law. .

10. Disclaimers

10.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

a) the Tokens are sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and relating to the to the Tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

b) we do not represent or warrant that the Tokens are reliable, current or error-free, meet your requirements, or that any defects Tokens will be corrected; and

c) we cannot and do not represent or warrant that the Tokens or the delivery mechanism for Tokens are free of viruses or other harmful components.

10.2 Neither these Contribution Terms nor the OTCE Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate re-sale.

11. Limitation of Liability

11.1 To the fullest extent permitted by applicable law, in no circumstances shall:

a) OTCE or any of the OTCE Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of the Tokens or otherwise related to these Contribution Terms, regardless of the cause of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable basis (even if OTCE or any of the OTCE Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

b) the aggregate liability of OTCE and the OTCE parties (jointly), whether in contract, tort (including negligence, whether active, passive or imputed), or other legal or equitable basis, arising out of or relating to these Contribution Terms or the use of or inability to use the Tokens, exceed the amount of your contribution that was received by the Smart Contract System for the purchase of Tokens.

11.2 The limitations set out in clause 11.1 will not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of OTCE, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

12. Risk

You acknowledge and agree that the transfer of ETH to the Smart Contract System, the creation and issue of Tokens and the development and deployment of the OTCE Platform carries significant financial, regulatory and reputation risks, including but not limited to those set out in this clause 12 below.

BY CONTRIBUTING TO THE SMART CONTRACT SYSTEM AND ACCEPTING THESE CONTRIBUTION TERMS YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.

12.1 **Risk of software weaknesses:** the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of ETH contributions and/or Tokens.

12.2 **Regulatory risk:** blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the OTCE Platform, including its termination and the loss of Tokens for the Contributor. Additionally, regulation of prediction market applications is uncertain in various jurisdictions owing to the potential crossovers that prediction markets have into gambling, financial services and blockchain technology laws and regulations. It is not known what regulatory framework the proposed OTCE Platform and associated applications will be caught by, the nature and obligations that will be imposed on OTCE in order to comply with any such regulatory framework or when/if OTCE will even be able to apply to be regulated so that it may lawfully carry out its proposed business activities.

12.3 **Risks Associated with Uncertain Regulations and Enforcement Actions:** the regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the OTCE Platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including the OTCE Platform and the Tokens. Regulatory actions could negatively impact the OTCE Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that requires registration or licensing. OTCE may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

12.4 **Risk of abandonment / lack of success:** the creation and issue of the Tokens and the development of the OTCE Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand and accept that there is no warranty or assurance that, even if the OTCE Platform is partially or fully developed and launched, you will receive any benefits through the Tokens that you hold.

12.5 **Risk associated with other applications:** the OTCE Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which Tokens will have no intrinsic value.

12.6 **Risk of loss of private key**: Tokens can only be accessed by using an Ethereum wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained Tokens associated with your account (address) or password will be unrecoverable and will be permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your Tokens.

12.7 **Risk of theft:** the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of Tokens or ETH, adversely impacting the ability to develop the OTCE Platform and derive any usage or functionality from the Tokens. Furthermore, because the OTCE Platform is based on open-source software, there is a risk that a third party or a member of the OTCE team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the OTCE Platform, which could negatively affect the OTCE Platform and the Tokens.

12.8 **Risk of Ethereum mining attacks**: as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

12.9 **Risk of incompatible wallet service:** the wallet or wallet service provider used for the contribution, has to conform to the ERC20 token standard in order to be be technically compatible with the Token. The failure to ensure such conformity may have the result that Contributor will not gain access to his Token.

12.10 **Risk of Hard-Fork:** the OTCE Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Token may be required (hard-fork of Token) and that, if you decide not to participate in such upgrade, you may no longer be able to use your Tokens and any non-upgraded Tokens may lose their functionality in full.

12.11 **Risk of Uninsured Losses:** unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

12.12 **Risks Arising from Taxation:** the tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, holding and use of Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

12.13 **Risk of an Unfavorable Fluctuation of Ethereum and Other Currency Value:** the OTCE team intends to use the contributions received to fund the maintenance and development of the OTCE Platform. The contributions received will be denominated in Ether, and may be converted into other cryptographic and fiat currencies. If the value of Ethereum or other currencies fluctuates unfavorably during or after the Contribution Period, the OTCE team may not be able to fund development, or may not be able to maintain the OTCE Platform in the manner that it intended.

12.14 **Risk of Dissolution of the Company or Network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ethereum (or other cryptographic and fiat currencies), decrease in the Tokens' utility due to negative adoption of the OTCE Platform, the failure of commercial relationships, or intellectual property ownership challenges, the OTCE Platform may no longer be viable to operate and the Company may dissolve.

12.15 **Risks Arising from Lack of Governance Rights:** because Tokens confer no governance rights of any kind with respect to the OTCE Platform or OTCE, all decisions involving the OTCE Platform or OTCE will be made by OTCE acting in its sole and absolute discretion, including, but not limited to, decisions to discontinue the OTCE Platform, to create and issue more Tokens for use in the OTCE Platform, or to sell or liquidate OTCE. These decisions could adversely affect the OTCE Platform and/or the Tokens you hold.

12.16 Unanticipated Risks: cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks set out in this clause 12, there are other risks associated with your acquisition, storage, transfer and use of Tokens, including those that OTCE may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this clause 12.

13. Representation and Warranties of Contributor

By making a contribution (i.e. transferring ETH to the Smart Contract System) for the purchase of Tokens, you hereby represent and warrant that:

13.1 you have read and understood these Contribution Terms (including all the Schedules hereto);

13.2 you have the necessary authority and consent to accept these Contribution Terms, to enter into a binding agreement with OTCE and to perform the obligations set out herein;

13.3 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like Bitcoin (BTC) and Ether (ETH)), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;

13.4 you have obtained sufficient information about the potential future use and functionality of the Tokens to make an informed decision to purchase Tokens in accordance with these Contribution Terms;

13.5 you understand that the Tokens confer only a limited potential future right or expectation to use and interact with the OTCE Platform and that the Tokens confer no other rights of any kind with respect to OTCE and/or the OTCE Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

13.6 you have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain and you fully understand and accept the functions implemented therein;

13.7 if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these Contribution Terms and to enter into a binding agreement with OTCE on the terms set out herein;

13.8 if you are making a contribution for the purchase of Tokens for or on behalf of an entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

13.9 if you are making a contribution for the purchase of Tokens for or on behalf of an entity or person, you are authorized to accept these Contribution Terms and enter into a binding agreement with OTCE on such entity's or person's behalf (and in such circumstances, references in these Contribution Terms to "Contributor", User or "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a contribution);

13.10 the acceptance by you of these Contribution Terms and the entry into a binding agreement with OTCE shall not result in any violation of, be in conflict with, or constitute a material default under:

a) any provision of the Contributor's constitutional or organization documents (in the case of a corporate entity including, without limitation. any company or partnership);

b) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or

c) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;

13.11 you are making a contribution for the purchase of Tokens to support the development, testing, deployment and operation of the OTCE Platform and to potentially use and interact with the OTCE Platform at a future point in time. You are not making a contribution under these Contribution Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

13.12 any contribution to be made by you for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

13.13 you shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

13.14 the contribution shall be transferred to the Smart Contract System from an Ethereum wallet that:

1. a) is registered in your name or in the name of a person who is duly authorized by you to transfer the contribution to the Smart Contract System in accordance with this agreement and applicable law;

2. b) supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of Tokens); and

3. c) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory";

13.15 making a contribution and receiving Tokens under these Contribution Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

13.16 you are not a citizen of or resident or domiciled in the United States of America or making a contribution for the purchase of Tokens from a location in the United States of America, nor are you an entity (including but not limited to any company or partnership) incorporated, established or registered in or under the laws of the United States of America, nor are you making a contribution for the purchase of Tokens for or on behalf of any such person or entity;

13.17 you are not a citizen of or resident or domiciled in the state of Israel, nor are you an entity (including but not limited to any company or partnership) incorporated, established or registered in or under the laws of the state of Israel, nor are you making a contribution for the purchase of Tokens for or on behalf of any such person or entity;

13.18 you are not a citizen of or resident at any domicile any other jurisdiction in which it is unlawful to participate in a Token Generation Event or similar activity.

13.19 you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory wide sanction imposed by any country or government or international authority.

14. Taxation

14.1 You are solely responsible for determining whether your contribution into the Smart Contract System for the development of the OTCE Platform, the transfer of ETH, the creation, ownership, use or liquidation of Token, the potential appreciation or depreciation in the value of TOKEN over time (if any), the allocation of Token and/or any other action or transaction contemplated by these Contribution Terms or related to the OTCE Platform Protocol will give rise to any tax implications on your part.

14.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. OTCE shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, value added or similar tax which may arise from your contribution and acquisition of Tokens under or in connection with these Contribution Terms.

14.3 By creating, holding, using or liquidating Tokens, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens or any other action or transaction related to the OTCE Platform.

15. Miscellaneous

15.1 The User understands and accepts that the network of miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to TOKEN losing intrinsic value.

15.2 The User agrees that if any term, clause or provision of these Contribution Terms is found illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these Contribution Terms without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Contribution Terms, which shall continue to be in full force and effect.

15.3 These Contribution Terms constitute the entire agreement between the Parties in relation to its subject matter. These Contribution Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

15.4 You acknowledge that by accepting these Contribution Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of OTCE in relation to the subject matter of these Contribution Terms at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these Contribution Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

15.5 You Acknowledge that these Contribution Terms do not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation.

15.6 Nothing in these Contribution Terms, (including the transfer of ETH to the Smart Contract System and/or your receipt of Tokens) shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and OTCE and/or other individuals or entities involved with the deployment of the Smart Contract System and the development of the OTCE Platform.

15.7 These Contribution Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Gibraltar Law.

15.8 The Parties irrevocably agree that the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Contribution Terms or their subject matter or formation (including non-contractual disputes and