## **OurCoin Classic Terms and Conditions**

## **General Terms and Interpretation**

The terms and conditions of this agreement are herein referred to as the OurCoin Classic Terms.

These OurCoin Classic Terms govern the provision of OurCoin Classic and related Services by the Company to you, and the entry into Transactions relating to Investment Products.

The Company may introduce and provide new Services from time to time, and will vary these Products Terms to include any new terms and conditions governing such Services which may be introduced. Such terms and conditions will supplement and form part of these Products Terms and will be binding on you. You agree to comply with such terms and conditions to the extent applicable.

These OurCoin Classic Terms, all Services and all Transactions, are subject to Applicable Laws. To the extent that any provision of Applicable Laws conflicts with any provision of these Investment Products Terms **and** such provision or application of Applicable Laws cannot be varied by mutual agreement, such provision of Applicable Laws shall prevail in relation to such conflict.

# Provision and Availability of Services related to Investment Products

Notwithstanding the entry into of these OurCoin Classic Terms, the Company has no obligation to provide any particular Service to, or enter into any Transaction for or with you or on your behalf, and the Company may refuse to do so. No reasons for any refusal, termination or discontinuance need to be given to you. The Company may require you to sign additional documentation in order to provide any Services or enter into Transactions.

#### The OurCoin Classic

The number of OurCoin Classic units shall be fixed at two hundred million units.

The initial value of each unit of OurCoin Classic will be equivalent to one (1) dollar of the currency of the United States of America.

Each unit of OurCoin Classic shall represent interest in an asset pool. After the initial coin offering, the value of OurCoin Classic will fluctuate based on market perception of the value of the funding pool.

All decisions related to the use of funds in the pool shall be determined by the OurCoin Classic Community by a majority vote.

If there are any returns from the funding pool, the manner of the returns of those funds will be determined by the OurCoin Classic Community by popular vote.

## **Our Role & Representations and Warranties**

It will be the responsibility of the Company to:

Undertake research and compile information on green/ethical entrepreneurs/companies for the OurCoin Classic Community;

Devise with NGOs and governments various green/ethical standards

Ensure that all potential entrepreneurs or companies are fully compliant with the green/ethical Standards;

Provide a voting framework to allow token holders to provide their input;

Provide mechanisms for the execution of each voting resolution,

The Company may at our discretion appoint any agent, broker, nominee, custodian, sub-custodian, settlement agent, securities depository or other third party in any part of the world and pay them fees, costs, commissions and other expenses.

It is the responsibility of every holder of OurCoin Classic to:

Take whatever tax, regulatory, legal, financial and other advice that may be appropriate in each relevant jurisdiction in connection with your participation and that such decisions are in accordance with any applicable requirements of the regulators, your board of directors and any other relevant governing body in each applicable jurisdiction;

Conduct independent due diligence exercise in respect of any Investment Partner and acknowledge that the Company make no representation or warranty of any sort with respect to any Product or Partner.

Understand and make an independent assessment and decision on the risks involved in funding any company/ entrepreneur and its appropriateness for you, taking into account your circumstances and objectives in dealing with your participation . In determining the suitability of your participation , you are encouraged to seek advice from an independent financial adviser or conduct your own independent investigations as you deem appropriate. You agree and acknowledge that you shall not rely on us, our officers, employees, representatives or agents or on any information (written or oral) produced or provided by any of the abovementioned

persons in making any funding decision (including but not limited to considerations as to whether to fund a particular entrepreneur or the profitability of such funding.).

Attend and exercise voting rights to determine the matters which are devised and put to the OurCoin Community for voting;

Accept the decision of the OurCoin Community as expressed through each voting resolution.

Acknowledge the goal of OurCoin Community is ultimately to promote a global green/ ethical standard.

## **Voting Provisions**

## OurCoin Classic

Each OurCoin Classic shall be associated with a single, unique vote.

There will be no restrictions on the number of votes that a legal person or group may hold and execute.

Voting facilitation, counting and verification will be performed via an electronic portal. The selection of the service provider for all voting matters will be performed by the Company, at its sole, absolute and unfettered discretion.

The time allotted for voting will extend from the second the subject matter and other related documentation is published at an appointed location and shall extend for a minimum of twenty one (21) days.

Any votes registered outside of the appointed voting times will not be included in the voting count.

The vote count will be electronically tallied and the result produced shall be final.

The Company reserves the right to disqualify entries or suspend voting if it has reasonable grounds to suspect that fraudulent voting has occurred or if it considers there has been any attempt to rig the voting.

If, for any reason, the online voting system fails, the vote may be suspended or a contingency plan may be effected.

The Company will not be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to damages for loss of profits, use, data or other intangibles, resulting from:

Any technical failure or malfunction or any other problem with any on-line system, server, provider or otherwise which may result in any vote being lost or not properly registered or recorded

Unauthorised access to or alteration of the User's transmissions or data:

Interruption, modification, suspension or termination of the Service, whether such interruption, modification, suspension or termination was justified or not, negligent, inadvertent or intentional.

The Company accepts no liability for any errors or omissions in content or information contained on the Website.

You understands that the Company is not responsible for the security of the data transmissions between the voting portal and the holder of OurCoin Classic, including but not limited to the transmission of the payment.

The Company expressly disclaims all warranties of any kind, whether expressed, or implied, for the security of the data transmission between the Company and You.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of or from the Service is obtained at Your own discretion and risk.

#### Founder Coins

There shall be 20 Founder Coins. These Founder Coins will be created prior to the Initial Coin Offering. No future Founder Coins will be created.

Founder Coins shall be distributed in accordance with the absolute, complete and unfettered discretion of the Company.

It shall be a characteristic of each Founder Coin to be associated with one (1) Founder's Vote.

The Founder's Vote shall not be included in any vote count of the OurCoin Classic Community.

Any resolution of the Founder's Vote shall refer exclusively to the decisions related to the structure of the OurCoin ecosystem and shall, in no way whatsoever, impact the decisions of the OurCoin Classic Community with respect to any other voting matter.

Specifically, the Founder's Vote shall be completely excluded from any vote which relates to the deployment or any other utilisation or return of capital of the OurCoin Community.

A simply majority of the Founder's Vote shall absolutely veto any resolution of the OurCoin Classic Community.

## **Risk Disclosure Statements**

Risk Disclosure Statements apply to certain accounts, services and products.

Risk Disclosure Statements will vary with each proposed Investment Partner and these Risk Disclosure Statements will form a part of each Investment Proposal and it is important that you read and understand them if you have (or intend to have) any accounts, or if you have obtained (or intend to obtain) any services or products, to which those Risk Disclosure Statements apply. The Risk Disclosure Statements do not explain all the risks and other significant aspects of entering into a Transaction or

accepting the provision of a Service. Such risks can be substantial. You should consult your advisors on the nature of the Transaction, Product or Service. In addition, you should carefully consider the risks specific to the Transaction or Service and whether the particular Transaction or Service is appropriate and suitable for you in the light of your experience, objectives and personal and financial circumstances.

Payments by the Bank All payments by the Bank to you under any Transaction or Service shall be made to your account in connection with that Transaction or Service, or any of your accounts with the Bank or by such other means, in each case, as the Bank shall determine as appropriate in its discretion.

## **Disclaimers and Miscellaneous**

You agree that the Company do not have nor will the Company undertake any fiduciary or other duty of care or skill to you. The Company will not exercise judgment on your behalf as to the merit, appropriateness or risks of any investment or Transaction. The Company are under no duty to assess the prudence or otherwise of any instruction given by you. You shall not rely on any communication (written or oral) from us or any of our officers, employees, representatives or agents as a recommendation or as participation advice. You acknowledge and agree that you are aware that the Company do not hold out any of our officers, employees, representatives or agents as having any authority to provide you with any form of advice. While the Company may provide certain information on green/ ethical companies/ entrepreneurs (or the relevant reference underlying), transactions or markets such as research, reports, market trends, investment analysis, commentary or internal ratings upon the performance of selected companies, assets, interest rates, exchange rates and/or indices, you represent, warrant and fully understand and agree that such information should not be construed as:

- (a) any endorsement of the investment products (or the relevant reference underlying), transactions or markets;
- (b) a representation that the Company have performed any due diligence on the investment products (or the relevant reference underlying), transactions or markets:
  - (c) a recommendation or financial advice;
  - (d) us acting as your adviser or fiduciary;
- (e) information which you can or may rely on in connection with an investment decision; or

(f) our representation that the information in the materials is complete, accurate, clear, fair and not misleading (as the Company do not make any representation with respect to the contents of the materials), and you shall not rely on us, our officers, employees, representatives or agents, or on any information (written or oral) produced or provided by any of the abovementioned persons in making any funding decision. If, notwithstanding this clause, any of our officers, employees, representatives or agents gives any information that you construe as or is purported to be a recommendation or an investment or financial advice to you, the Company shall have no liability for such advice or recommendation.

All Transactions or other participation mechanisms are conducted on the basis that you have the capability to make, and do make, an independent assessment and decision on the risks involved in each Transaction, and its appropriateness for you, and to monitor the performance of your participation or Transactions entered into by you.

The Company and our Affiliates may take any action in accordance with or in order to comply with any Applicable Laws (including the laws, regulations, notices and directions of public and regulatory authorities which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities) as it deems appropriate.

The Company accept no responsibility and shall have no liability whatsoever to you:

- (a) giving any views or opinions to you as to whether or not to participate regardless of whether the Company has provided you with information on various entrepreneurs , and you acknowledge the desirability and importance of seeking independent financial advice with respect to your participation; and
- (b) for costs, loss and damages suffered or incurred by you as a result of, or in connection with your participation or any other transaction made or omitted to be made by you on the basis of any information, views or opinions provided by us pursuant to these OurCoin Classic Terms unless such costs, loss or damages are directly caused by our wilful breach of duty or fraud in the provision of any such information, views or opinions.

Nothing herein provided shall be considered or interpreted as constituting a fiduciary relationship between us. The Company shall be under no duty to take any action other than as specified in these OurCoin Classic Terms in respect of any cash or cryptocurrency or other property of yours held by us and/or our nominee.

The services to be provided by us (and by our nominee on behalf of us) to you under these Terms are non-exclusive and the Company and/or our nominee shall be permitted to perform such services for such other persons as the Company and/or our nominee at our discretion deem fit.