



TERMS OF PURCHASE: NFTMINE.NET

By accessing and utilizing our website marketplace at [NFTMINE.NET](https://nftmine.net) or by purchasing or selling any UACTOKEN (as defined below) thereon or via any other means; you hereby represent, warrant, agree and acknowledge that you have read, understand, and AGREE to be bound by these Terms of Purchase.

These Terms of Purchase for the non-fungible tokens (“NFTs” or “NFT” if singular) by Unique Art Concepts, LLC, a Wyoming, USA, limited liability company (the “Company”) made available on the marketplace maintained on the [NFTMINE.NET](https://nftmine.net) website (the “Website”) as may be amended, modified, supplemented, available via hyperlink, changed or updated from time to time, (the “Terms of Purchase”) govern the purchase and sale of unique digital art NFTs minted by the Company that also include certain limited beneficial rights to unrefined gold in the ground and limited redemption rights to exchange this unrefined gold for gold bars (“Gold Bars”, singularly, “Gold Bar”), as hereinafter further defined) by purchasers thereof (“You” or “Purchaser”). These NFTs are hereinafter referred to singularly as a “UACTOKEN” or collectively as “UACTOKENS”.

By purchasing any UACTOKEN (whether via the [NFTMINE.NET](https://nftmine.net) website or otherwise), transferring or taking physical delivery of a Gold Bar that may be claimed upon redemption of a UACTOKEN pursuant to these Terms of Purchase, You acknowledge that You have read, understand, and agree to be bound by these Terms of Purchase and agree that any purchaser from You or other transferee of any UACTOKEN shall be subject to these Terms of Purchase.

You further understand and agree these Terms of Purchase may be amended, changed, or updated by the Company at any time and whilst reasonable efforts will be made to alert the owners of any UACTOKENS or potential purchasers thereof of material changes to these Terms of Purchase; such changes may be made without prior notice and will be binding upon every owner as stated here of any UACTOKEN when posted regardless of any other such notice having been given.

Any owner of a UACTOKEN will be deemed to have accepted these Terms of Purchase as may be amended, changed or updated by the Company immediately upon (i) purchasing or transferring any UACTOKENS or taking physical delivery of any Gold Bars via Redemption following the date hereof (whether from the Company or from or to an owner thereof through the Website or otherwise); or (ii) otherwise by express consent of both such owner of UACTOKENS and the Company.

If You do not agree to these Terms of Purchase, as amended or modified by any subsequent amendment, change or update: (a) do not use the Website or any services, information, links or content contained on the Website; (b) do not purchase UACTOKENS (whether through the Website or otherwise), and (c) do not sell or transfer any UACTOKENS You already hold (unless such sale is carried out in accordance with these Terms of Purchase, as so amended, modified, changed or updated).

Prior to purchasing UACTOKENS You should carefully consider these Terms of Purchase and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable. If You have any other questions regarding these Terms of Purchase, please contact the Company at legal@uniqueartconcepts.com

In addition to the foregoing, the purchase sale or transfer of UACTOKENS are also subject to the "Website Terms" that can be found [HERE](#) and must also be agreed to by You and each other term hereof to the extent that it relates to the use of the Website. The Website Terms may be modified, changed, supplemented or updated by the Company in its sole discretion at any time without advance notice and your continued use of the Website will confirm your acceptance to the Website Terms as modified, changed, supplemented or updated.

These Terms of Purchase are first effective as of 15 November 2021.

Only Persons who are not Prohibited Persons and are otherwise approved by the Company are permitted to purchase UACTOKENS. Any non-eligible Person that purchases UACTOKENS (whether from the Company or from an owner thereof through the Website or otherwise) will be in breach of these Terms of Purchase and may have any Fiat, Digital Tokens, funds, proceeds or other property, confiscated (all as defined in Schedule 1), be restricted from purchasing or transferring UACTOKENS, taking benefit of the Redemption rights represented thereby, and/or have restricted or no access to services available through the Website.

By purchasing UACTOKENS in any way other than through the Website, You also agree to these Terms of Purchase and that any purchaser or other transferee of UACTOKENS from You shall be subject to these Terms of Purchase.

These Terms of Purchase, together with the incorporated links and materials, constitute the entire agreement and understanding with respect to your access of the Website and any purchase and holdings of UACTOKENS between You and the Company or any successor issuer of UACTOKENS (together with any successors or assigns) (each of You and the Company being a "Party" and collectively, the "Parties").

Please note that all transactions involving UACTOKENS may be subject to fees levied by the Company or affiliated entities from time to time or as otherwise agreed between You and the Company or such affiliates. In the event of any inconsistency between

these Terms of Purchase and any other pages, policies, terms, conditions, licenses, limitations, or obligations contained within or on the Website (including any whitepaper, if any), these Terms of Purchase shall prevail. By purchasing UACTOKENS, You acknowledge and agree that any information in any whitepaper issued, if any, regarding UACTOKENS is of a descriptive nature only and is not intended to be legally binding on the Company or its affiliates.

The purchase of UACTOKENS carries a certain level of risk and is not appropriate for persons who do not possess the appropriate level of knowledge and experience to deal in them. The Company is under no obligation to assess the suitability of UACTOKENS for purchasers or users of the Website and any comment or statement which may be made by the Company or any of its affiliates, agents, or representatives in relation to UACTOKENS should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.

The access or use of the Website is void where such accessor use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws, and shall not be the basis for the assertion or recognition of any interest, right, remedy, power, or privilege.

These Terms of Purchase contain a binding arbitration clause and class action waiver, which, if applicable to You, affect your legal rights. If You do not agree to these Terms of Purchase, do not purchase any UACTOKENS.

For the avoidance of doubt, the UACTOKENS are not a cryptocurrency or a medium to be used in the everyday making of payments of any kind nor do UACTOKENS trade or will trade on any crypto exchange.

By purchasing UACTOKENS, You agree to the limitations of liability set out in paragraph 18 (“Limitation of Liability”) hereof.

Purchaser agrees to buy, and the Company agrees to sell, UACTOKENS only in accordance with the foregoing and following terms:

1. Interpretation

Definitions: In these Terms of Purchase and all documents incorporated herein by reference, capitalized words shall have the meanings set out in the definitions to be found throughout these Terms of Purchase and as set forth in Schedule 1, attached hereto as part hereof.

Headings: The headings and sub-headings in these Terms of Purchase are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.

Extended Meanings: Unless otherwise specified in these Terms of Purchase, words importing the singular include the plural and vice versa and words importing gender include all genders.

Governing Law: These Terms of Purchase shall be governed by and construed and enforced in accordance with the Laws of the State of Wyoming, USA and shall be interpreted in all respects as a Wyoming, USA contract. Any dispute, controversy, claim, or action arising from or related to your access or use of the Website or these Terms of Purchase likewise shall be governed by the Laws of the State of Wyoming, USA exclusive of choice-of-law principles. For clarity, the acquisition and loss of rights *in rem* to any Gold Bars via Redemption or otherwise shall also be governed by the Laws of the State of Wyoming, USA.

2. UACTOKENS

The Company has or will mint and offer for sale on its Website, an initial series of up to 13,333 collectible digital art UACTOKENS on the “polygon blockchain” complying with the ERC-721 token standard allowing for interoperability with most Polygon and Ethereum compatible wallets (collectively, the “999 Fine Art Collection”).

in addition to the digital art each UACTOKEN represents, upon minting each UACTOKEN is endowed with additional rights and obligations secured by the blockchain and acquired by virtue of ownership of each UACTOKEN as follows:

(1) the time-limited fractional ownership of one (1) troy ounce of gold out of the Company holdings of 13,333 troy ounces of gold in the ground at a mine in Nevada, USA, that has in excess of one million troy ounces of accessible gold within its boundaries;

(2) the irrevocable and automatic grant to the mine operator of the property where the gold is located upon acquisition and taking ownership of a UACTOKEN by any legal means of permission and consent to allow that UACTOKEN’s fractional interest of gold in the ground to be mined, refined and transformed into a physical, one troy oz, 999.9 fine gold bar with a unique serial number (“Gold Bar” or plural “Gold Bars”) that will be solely available for physical delivery to such UACTOKEN owner via “Redemption” (as defined here and elsewhere throughout these Terms of Purchase) on or after 12:00:01 a.m., November 16th 2026 in Cheyenne, Wyoming USA through 11:59:59 p.m., December 31st 2029 in Cheyenne, Wyoming USA (the “Redemption Period”);

(3) the irrevocable and automatic grant upon acquisition and taking ownership of a UACTOKEN by any legal means of the appointment of the Company to choose and engage a qualified custodian (e.g., Brinks Global Services or equivalent) to securely store such Gold Bar on behalf of the UACTOKEN owner upon its physical delivery

from the refinery and prior to its Redemption and physical delivery to its UACTOKEN owner;

(4) grant of a **time-limited, one-use only, unique right of Redemption** of the UACTOKEN such that in exchange for delivery of the UACTOKEN to the Company in accordance with and subject to these Terms of Purchase and the nftmine.net website Redemption instructions; the custodian of the Gold Bar will release the Gold Bar to the then verified owner via insured mail delivery or as may be otherwise agreed between owner and Company. Upon Redemption having been requested in accordance with the Redemption terms and after such redeemable UACTOKEN having been burned, in addition to the physical delivery of the Gold Bar, the Company will re-mint the burned UACTOKEN digital art into a new token with no redemption rights or obligations and tender same back to its owner;

(5) the right to redeem any UACTOKEN from the 999 Fine Art Collection is time limited such that in order to be redeemed, a UACTOKEN must be tendered for Redemption during the Redemption Period after which time any such UACTOKEN that has not been redeemed will no longer have any right to be redeemed for a Gold Bar nor have any further right to any unrefined gold in the ground as described hereinabove and any such non-redeemed UACTOKEN will be comprised solely of the digital art it was minted with and nothing else; and

(6) All UACTOKENS, whether redeemable, redeemed or no longer redeemable shall carry a royalty to the artist of 10% on all transfers.

The Company does not have control over UACTOKENS after they are purchased from our Marketplace. Notwithstanding the foregoing, purchasers of UACTOKENS will be deemed to have accepted these Terms of Purchase upon receipt of any UACTOKENS. The Company has no responsibility to ensure that UACTOKENS can be resold by an owner on any third-party marketplace.

UACTOKEN owners maintain ultimate custody and responsibility to ensure UACTOKENS are stored in a secure wallet and that the private code that is used to protect against the improper disposition of any UACTOKENS is properly secured.

3. Overview of UACTOKENS Purchase and Sale Conditions

MUST BE LEGALLY PERMITTED: You must be legally permitted to purchase, receive, possess, and sell UACTOKENS in your relevant jurisdiction. You warrant that You are of legal age to purchase UACTOKENS in your jurisdiction. The Company reserves the right to bar transactions from or to, to undertake enhanced due diligence or to suspend or terminate the administration of the Website for or with any user for any reason (or for no reason) at any time subject to any limitations imposed by applicable Laws. The Company may, in its sole discretion, perform enhanced due diligence procedures. At all times, You may be subject to enhanced due diligence procedures. If You decline to

provide requested due diligence information or otherwise do not reply timely or substantively with the documentation or data requested, the Company has the absolute discretion to immediately suspend or terminate the sale of UACTOKENS to You or by You or to restrict the use or Redemption of UACTOKENS held by You.

UACTOKEN Price: The price for each UACTOKEN shall be the price displayed on the Website at the time its Purchase takes place or as otherwise may be accepted by the Company in any auction sale if or when any auction sale shall take place by the Company.

Accepted Form of Payment: Acceptable form of payment for any UACTOKEN shall be posted on the Website. For the avoidance of doubt, the Company reserves the right to change the accepted form of payment at any time, at its sole discretion.

Minimum UACTOKEN Buy: One (1) UACTOKEN, no fractional UACTOKEN sales will be made or supported by the Company.

4. Purchase of UACTOKENS from the Company

To purchase UACTOKENS from the Company, You will be required to complete the whitelisting requirements to be found on the Website (including, without limitation, the satisfactory completion of the Company's Anti-Money Laundering and "Know Your Client" policies and procedures (potentially to include verification as to your source of funds) and to provide sufficient information to the Company such that You are able to demonstrate your eligibility to participate in the purchase and sale of UACTOKENS in accordance with these Terms of Purchase, all applicable laws, and other governing regulations and provisions (please note: the Company uses a trusted, third-party vendor to perform all compliance formalities. The Company does not maintain any private information of any purchaser beyond that which is stated in our Privacy Policy. Upon successful whitelisting, You will be eligible to become a registered user on the Website with the affirmative electronic agreement to these Terms of Purchase among others and with the compliance of the security procedures required to access and do business on the Website.

5. UACTOKENS Resales

If You wish to sell any UACTOKEN you have legally acquired, You agree to ensure that the buyer of each such UACTOKEN undertakes to comply with all the provisions of these Terms of Purchase (including, without limitation, the satisfactory completion of all required compliance procedures). The Company shall endeavor to maintain a resale marketplace (secondary marketplace) for the convenience of its UACTOKENS owners but shall not be required to do so. If the Company provides this service on its Website to UACTOKENS owners, it may impose a fee or fees for use of this service which shall be clearly disclosed.

6. Redemption

Prior to minting any of the UACTOKENS, the Company acquired free and clear title to 13,333 troy ounces of unrefined pure gold in the ground at a mine in Nevada, USA (the “Gold Reserves”) and a contract with the Mine Operator of this mine to deliver to the Company or to its order, the Gold Reserves in the formfactor of 13,333, one (1) troy ounce, 999.9 fine gold bars (each a “Gold Bar”) having a unique serial number and an assay certificate certifying its mineral content (the “Delivery Agreement”). Per this Delivery Agreement, mining and refining of the mineral ore that comprises the Company’s Gold Reserves and delivery of the Gold Bars to the Company or its order is irrevocably and unconditionally guaranteed by the Mine Operator to be completed on or before 15th November 2026.

The Company is using its ownership of these Gold Reserves and the Delivery Agreement for the Gold Bars as the basis to fulfill its obligations created in minting the UACTOKENS.

The Company hereby covenants and agrees that it shall direct the delivery of all Gold Bars subject to Redemption to a qualified bonded vault managed by a first-class security company (e.g., Brinks Global Services or equivalent) to be held in custody by them (the “Custodian”) for the benefit of the UACTOKENS corresponding to each Gold Bar. In this regard, the owner and any subsequent owner of UACTOKENS that are the beneficial owner of the corresponding Gold Bars, shall be deemed to have instructed the Custodian to hold the Gold Bars represented by their UACTOKENS on behalf of and segregated in the name of the UACTOKENS corresponding to such Gold Bars in accordance with the terms hereof and the Custodian shall so hold in its secure vault at its premises, the Gold Bars on behalf of each of the UACTOKEN owners until such UACTOKENS have been redeemed as provided herein.

Upon receipt of each proper Redemption request, the Company will make commercially reasonable efforts to promptly process a verified UACTOKEN owner’s request for physical delivery of the Gold Bar(s). However, it may take several business days for any physical delivery to be completed. The Company reserves the right in its sole judgment to delay the physical delivery of the Gold Bar(s) if the delay is necessitated by regulatory compliance requirements, as otherwise necessitated by Force Majeure or as may be required by Laws or demanded or lawfully requested by any Government.

Each UACTOKEN owner, by purchasing or otherwise legally acquiring any UACTOKENS, appoints the Company as its agent on its behalf with regard to (i) entering into a custody agreement to arrange for the Custodian to hold the Gold Bars represented by the UACTOKENS held by the UACTOKEN owner on behalf of such UACTOKEN owner (the Custody Agreement”); and (ii) the powers, rights, titles, benefits and interests (both present and future) constituted by and conferred on the UACTOKEN owner or for the benefit thereof under or pursuant to the Custody Agreement (including, without limitation, the benefit of all covenants, undertakings, representations, warranties and obligations given, made or undertaken to the any UACTOKEN owner in the

Custody Agreement. The Company hereby accepts such appointment pursuant to the terms set forth herein and therein.

In accordance with any Custody Agreement to be made, the Custodian shall be required to maintain insurance in such amount and on such terms and conditions as it considers appropriate, this may or may not cover the full market value of the Gold Bars at any given moment in time. The Company is not a beneficiary of any such insurance and does not have the ability to dictate the existence, nature or amount of coverage maintained by the Custodian.

7. Scope of Terms of Purchase

Unless otherwise stated herein, these Terms of Purchase govern only the purchase and re-sale of UACTOKENS and the other matters expressly set out herein. You agree that the Company may add new terms or policies to the Terms of Purchase as in its sole discretion it may deem necessary and proper and may update the Terms of Purchase accordingly and the terms so amended shall be binding upon You and You will insure to obtain the same agreement from any subsequent purchaser from You.

8. Security

You are responsible for implementing all measures for securing the wallet, vault, or other storage mechanism You use to receive and hold UACTOKENS purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s) and to ensure that your wallet, vault, or other storage mechanism is compatible with UACTOKENS. If your private key(s) or other access credentials are lost, You may lose access to your UACTOKENS. The Company is not and shall not be responsible for any losses, costs, or expenses relating to lost access credentials, from the use of an incompatible or unsecure wallet or the inaccurate communication by You of a digital wallet address.

9. All Purchases of UACTOKENS are Final; Refusal of Purchase Requests

All purchases of UACTOKENS are final and non-refundable save as expressly set out in these Terms of Purchase. By purchasing UACTOKENS You acknowledge that neither the Company, its affiliates, directors, nor shareholders are required to provide a refund or allow a cancellation for any reason except as may be required by applicable Laws or regulation. If the Company believes, at its sole discretion, that any owner of UACTOKENS creates a regulatory or other legal risk, or any adverse effects for the Company or UACTOKENS, the Company reserves the right, at its sole discretion, to buy all UACTOKENS from such UACTOKEN owners at the current market price or to suspend or terminate the sale of UACTOKENS to such person immediately or to restrict the use of UACTOKENS held by such UACTOKEN owners. The Company reserves the

right to refuse or cancel UACTOKENS purchase requests at any time in its sole discretion.

10. Taxation of UACTOKENS and Taxation Related to the sale of UACTOKENS

The purchase price that You pay for UACTOKENS is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of UACTOKENS, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of UACTOKENS.

You bear the sole responsibility in determining if the purchase of UACTOKENS or the potential appreciation or depreciation in the value of UACTOKENS over time has tax implications for You in your relevant jurisdiction. By purchasing UACTOKENS, You agree not to hold any of the Company, its affiliates, shareholders, directors, or advisors liable for any tax liability associated with or arising from the purchase of UACTOKENS.

11. Privacy

The Company may determine, in the Company's absolute and sole discretion, that it is necessary to obtain certain information about You to comply with applicable law or regulation in connection with selling UACTOKENS to You. You agree to provide the Company with such information promptly upon request, and You acknowledge that the Company may refuse to sell UACTOKENS to You until You provide such requested information, and the Company has determined that it is permissible to sell You UACTOKENS under applicable Laws or regulation. You acknowledge that You have read and understand the Company's Privacy Policy (available at <https://nftmine.net/privacy-policy/>).

12. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing UACTOKENS and holding UACTOKENS as disclosed and explained herein and in Exhibit A hereto, "RISK FACTORS". If You have any questions regarding these RISK FACTORS, please contact us at info@nftmine.net.

BY PURCHASING UACTOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS AND ALL OTHER KNOWN AND UNKNOWN RISKS IN CONNECTION THEREWITH.

13. Prohibited Uses

You may not:

- purchase UACTOKENS or use the Website to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in any contraband Digital Tokens, Fiat, funds, property, or proceeds;
- purchase UACTOKENS or use the Website if any applicable Laws, including, but not limited to, AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws, prohibit, penalize, sanction, or expose the Company to liability under these Terms of Purchase;
- purchase UACTOKENS or use the Website or any financial services of any Financial Institution, whether an Associate of the Company, to facilitate, approve, evade, avoid, or circumvent any applicable Laws, including, but not limited to, AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws;
- purchase UACTOKENS or use the Website to evade taxes under the Laws of the United States, or any other jurisdiction(s) applicable to You;
- purchase or redeem UACTOKENS through the Website with anything other than Fiat, funds, keys, property, or Digital Tokens that have been legally obtained by You and that belong to You;
- use the Website to interfere with or subvert the rights or obligations of the Company or the rights or obligations of any other site user or any other Person;
- trade using misleading or inaccurate information presented to the Website or to the Company or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- use the Website to engage in conduct that is detrimental to the Company or to any other Website user or any other Person;
- take advantage of any technical glitch, malfunction, delay, default or security breach on the Website;
- falsify any account, Website registration, exchange, or administration details provided to the Company or any of its Associates, impersonate another Person or misrepresent your affiliation with a Person;
- falsify or materially omit any information or provide misleading or inaccurate information requested by the Company or any of its Associates;

- cause injury to, or attempt to harm, the Company any of its Associates or any Person through your access to the Website;
- promote discrimination based on race, religion, nationality, disability, sexual orientation, gender or gender identity, or age;
- have more than one account on the Website;
- where You are subject to prohibitions or restrictions as set out in these Terms of Purchase, access the Website or use any virtual private network, proxy service, or any other third-party service, network, or product with the effect of disguising your IP address or location, or access the Website from, or being subject to, the jurisdiction of any Prohibited Jurisdiction or Government or Government Official thereof;
- utilize the Website for the financial or other benefit of a Prohibited Person; or
- violate, promote, or cause a violation of, or conspire or attempt to violate these Terms of Purchase or applicable Laws.

14. Representations and Warranties

In consideration of the Company's acceptance of your offer to purchase UACTOKENS and recognizing its reliance thereon, You covenant, agree, represent and warrant to the Company on any date on which You purchase, transfer, otherwise acquire or seek to redeem UACTOKENS that:

- You have read, understand, and are in full compliance with these Terms of Purchase (including all Schedules and Exhibits) available to You and You understand that, by purchasing, or otherwise receiving, UACTOKENS, You are accepting all of the terms and conditions set forth herein;
- You have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, and blockchain-based software systems to understand these Terms of Purchase and to appreciate the risks and implications of purchasing UACTOKENS;
- You have obtained sufficient information about UACTOKENS to make an informed decision to purchase UACTOKENS and have otherwise had opportunity to contact the Company at info@UniqueArtConcepts.com with any questions regarding purchasing UACTOKENS;
- You are acquiring UACTOKENS solely for your own account and not as

nominee or custodian for another person or entity; provided, however, that if You are an individual purchasing UACTOKENS on behalf of any entity, You are authorized to accept these Terms of Purchase on such entity's behalf and that such entity will be responsible for any breach of the Terms of Purchase.

- You are legally permitted to purchase, receive, possess, and resell UACTOKENS in your jurisdiction; You are of legal age to purchase UACTOKENS in your relevant jurisdiction, and You are not aware of any other legal reason to prevent You from receiving UACTOKENS; and, further, You are not a Prohibited Person;
- Your purchase of UACTOKENS hereunder was not made using funds stemming from illegal or unethical activities or sources; and You are not purchasing or using UACTOKENS for any illegal purpose, and will not use UACTOKENS for any illegal purpose;
- You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of UACTOKENS, and You accept that You bear sole responsibility for determining the tax implications, if any, relating to (i) the purchasing, allocation, use or ownership of UACTOKENS, (ii) the potential appreciation or depreciation in the value of UACTOKENS over time, if any, (iii) the sale and purchase of UACTOKENS, and (iv) any other action or transaction related to UACTOKENS;
- You waive any right that You may have, or may obtain in the future, to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of UACTOKENS;
- Neither the Company nor any member of the Company has provided You with any advice regarding whether UACTOKENS are suitable for You in any way;
- You take sole responsibility for any restrictions and risks associated with receiving and holding UACTOKENS, including, without limitation, those set out in Exhibit A;
- To the extent permitted by law, You understand that the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of UACTOKENS, the gold market, Polygon blockchain or the Ethereum network or any other network on which the Company may ultimately build the Company's network and UACTOKENS;
- You accept that You are obtaining UACTOKENS on an "as is" and "under development" basis and accept that the Company is providing UACTOKENS without being able to provide any warranties in relation to UACTOKENS, including, but not limited to, title, merchantability or fitness for a particular purpose;
- You have not and will not supply the Company with inaccurate or misleading

information relating to your purchase of UACTOKENS including, without limitation, as to your identity and source of funds. You will supply the Company with all accurate information, documentation or copy documentation that the Company may require in order to allow the Company to accept your purchase of UACTOKENS and You agree to provide the Company with any additional information which may be reasonably required in order that the Company can fulfill its legal, regulatory, and contractual obligations, including but not limited to any anti-money laundering and “Know Your Customer” obligations and/or any change to the information that You have supplied to the Company;

- You acknowledge and agree that any instructions received or undertaken through your login credentials or from your authorized e-mail address on file with the Company are deemed to be valid, binding, and conclusive, and that the Company and its Associates may act upon those instructions without any liability or responsibility attaching to it;
- If You are using the Website or purchasing UACTOKENS on behalf of a legal entity, (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) You are duly authorized by such legal entity to act on its behalf;
- You will not trade or otherwise transact with the Company with anything other than Fiat, funds, or Digital Tokens that have been legally obtained by You and that belong to You;
- You are currently in compliance with, and must, at your own cost and expense, comply with all Laws that relate to or affect these Terms of Purchase, including, but not limited to, AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, Tax Information Exchange Laws or other tax Laws;
- You consent to all tax and information reporting under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, Tax Information Exchange Laws or other tax Laws as the Company may reasonably determine;
- Neither You nor any of your Affiliates shall use any Digital Tokens, Fiat, property, proceeds or funds directly or indirectly (i) on behalf of or for the benefit of a Prohibited Person or any Person subject to the jurisdiction of a Prohibited Jurisdiction; (ii) in violation of or as prohibited, restricted, or penalized under applicable Economic Sanctions Laws; or (iii) in any way that would violate, be inconsistent with, penalized under, or cause the omission of filing of any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws;
- You have not (i) violated; (ii) been fined, debarred, sanctioned, the subject of Economic Sanctions-related restrictions, or otherwise penalized under; (iii) received any oral or written notice from any Government concerning actual or possible violation by You under; or (iv) received any other report that You are the

subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any applicable Laws, including, but not limited to, AML Laws, CTF Laws, Anti-Corruption Laws, or Economic Sanctions Laws;

- Neither You nor any of your Affiliates is: (i) itself or owned (beneficially or of record) or controlled by a Sanctioned Person; (ii) involved in any transaction, transfer, or conduct that is likely to result in You or your Affiliates becoming a Sanctioned Person; (iii) residing or domiciled in, or transferring Digital Tokens, Fiat, funds, or property to, from, or through any Digital Tokens Wallet, or other account in, or engaging in any transaction on the Website from a Prohibited Jurisdiction; or (iv) a Government or Government Official of a Prohibited Jurisdiction;
- Neither You nor any of your Affiliates has directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including, but not limited to, any Digital Tokens or Fiat, to a Government Official or individual employed by another entity in the private sector in violation of any applicable Anti-Corruption Laws;
- You will accurately and promptly inform the Company if You know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

15. Capacity and Experience

You are responsible for the decision to purchase UACTOKENS and have legal competence and capacity to accept these Terms of Purchase through your purchase of UACTOKENS. By purchasing UACTOKENS hereunder, You acknowledge that You have the knowledge, expertise, and experience in financial matters to evaluate the risks of acquiring UACTOKENS, are aware of the risks inherent in acquiring and the method by which the assets of the Company are held and/or traded and can bear the risk of loss of your entire UACTOKENS acquisition and that You are qualified and authorized to make such an acquisition decision and, to the extent deemed necessary, have consulted your own advisors and legal counsel regarding the acquisition of UACTOKENS. In making the decision to acquire UACTOKENS, You have not relied on any advice or recommendation from the Company nor any placement agent associated with the Company, or any of their affiliates. To the extent that You are acting on behalf of an entity, by purchasing UACTOKENS hereunder You acknowledge that You have the full power and authority under such entity's governing instruments to do so and that entity has the full power and authority under its governing instruments to acquire UACTOKENS.

16. Indemnification

To the fullest extent permitted by applicable Laws, You hereby agree to indemnify and

hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, legal and financial advisers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (each a “**Company Party**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including reasonable attorneys’ fees) that arise from or relate to: (i) Purchaser’s purchase or use of UACTOKENS, (ii) Purchaser’s responsibilities or obligations under these Terms of Purchase, (iii) Purchaser’s violation of these Terms of Purchase, (iv) any action brought by the Company against the Custodian on behalf of You in your capacity as an owner of UACTOKENS, (v) your access to or use of the Website; or (vi) Purchaser’s violation of any rights of any other person or entity in connection with these Terms of Purchase. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section, including choice of legal counsel. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between You and the Company.

17. Disclaimer of Warranties

UACTOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES AS TO THE UACTOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE UACTOKENS IS RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN UACTOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE UACTOKENS, THE USE OF UACTOKENS, OR THE DELIVERY MECHANISM FOR UACTOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT THAT THE USE OF UACTOKENS WILL BE UNINTERRUPTED.

As specified more fully in Exhibit A, transactions using Digital Tokens, crypto currency, blockchain technology and the internet, such as those involving the sale of UACTOKENS, are at risk to multiple potential failures, including but not limited to, high network volume, computer failure, blockchain failure of any kind, and user failure. The Company is not responsible for any loss of data, cryptocurrencies, tokens, hardware or software resulting from (i) any such failures, or (ii) any actions taken by You in connection with the sale of UACTOKENS.

The disclaimers and other risk disclosures contained in these Terms of Purchase will apply to the fullest extent permitted by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with

consumers, so some or all the exclusions of warranties and disclaimers in this section may not apply to You.

18. Limitation of Liability

You acknowledge and agree that, to the fullest extent of the law the disclaimer of liability contained herein apply to any and all damages or injury whatsoever caused by or related to the Company or any of the Company Parties 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 Company or any of its Company Parties shall be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including loss of profits, loss of revenues, loss of goodwill, or loss of data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase UACTOKENS, or arising out of any interaction with smart contract implemented in relation to UACTOKENS. You acknowledge that the Company is not liable for the conduct of third parties, including the Company Parties and other purchasers of UACTOKENS, and that the risk of purchasing and using UACTOKENS rests entirely with You. To the maximum extent permissible under law, under no circumstances will the Company be liable to You for more than the amount You have paid to the Company for the purchase of UACTOKENS. The liability limitations and exclusions in this section will apply to the fullest extent permitted by law. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to You.

19. Release

To the fullest extent permitted by applicable law, You release the Company and the other Company Parties from responsibility, liability, claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights You may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in its favor at the time of agreeing to this release.

20. Arbitration

Any dispute or difference arising out of or in connection with these Terms of Purchase or the legal relationships established by these Terms of Purchase, including any question regarding its existence, validity or termination (each, a “**Dispute**”), shall be referred to and finally resolved by arbitration under the JAMS Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any

rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be Cheyenne, Wyoming USA. The language of the arbitration shall be English.

Any dispute arising out of or related to these Terms of Purchase is personal to You and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

21. Miscellaneous

A. Complete Agreement

These Terms of Purchase set forth the entire understanding between You and the Company with respect to the purchase and sale of UACTOKENS.

For facts relating to the sale and purchase of UACTOKEN, You agree to rely only on these Terms of Purchase in determining purchase decisions and understand that the Terms of Purchase govern the sale of UACTOKENS and supersede any public statements about UACTOKENS made by third parties or by the Company or individuals associated with the Company (including any Company Parties), past and present and current.

B. Severability

You and the Company agree that if any provision of these Terms of Purchase 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 these Terms of Purchase and the Terms, which shall continue to be in full force and effect.

C. No Waiver

The failure of the Company to require or enforce strict performance by You of any provision of these Terms of Purchase or the Company's failure to exercise any right under these Terms of Purchase shall not be construed as a waiver 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 of Purchase 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 of Purchase or otherwise in writing between the Parties, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these Terms of Purchase nor be legally binding. You agree that the remedies to which the Company is entitled include, but are not limited to, (i) injunctions to prevent breaches of these Terms of Purchase and to enforce specifically the terms and provisions hereof, and You waive the requirement of any posting of a bond in connection with such remedies, (ii) the right to recover the amount of any Losses by set off against any amounts that the Company would otherwise be obligated to pay to You, and (iii) the right to seize and recover against any of your UACTOKENS other Digital Tokens, Fiat or other funds, or your interests therein, that are held by the Company or any of its Associates.

D. Third Party Rights

Any Company Party who is not a party to these Terms of Purchase may enforce any rights granted to such party pursuant to these Terms of Purchase as if it was a party to these Terms of Purchase and the Terms. Except as expressly provided in the foregoing sentence, a person who is not a party to these Terms of Purchase shall not have any rights to enforce any term of these Terms of Purchase and the Terms. Notwithstanding anything to the contrary, the consent of or notice to any person (including any Company Party other than the Company) who is not a party to these Terms of Purchase shall not be required for any termination or rescission to any variation, waiver, assignment, novation, release, or settlement under these Terms of Purchase at any time. The Company may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions, or other instrument believed in good faith to be genuine, howsoever given. The Company will protect and indemnify its agents, delegates, service providers, officers, directors, and other representatives against liability.

E. Amendments; Updates to the Terms of Purchase and the Terms

These Terms of Purchase may be amended, changed, or updated by the Company at any time and whilst reasonable efforts will be made to alert owners of UACTOKENS or potential purchasers of material changes hereto, such changes may be made without prior notice to You. Any owner of UACTOKENS will be deemed to have accepted these Terms of Purchase (as may be amended, changed or updated by the Company) by (and such amended terms will be effective immediately upon): (i) purchasing or transferring UACTOKENS or taking physical delivery of the gold represented thereby following the date hereof or such amendment (whether from the Company or from or to an owner thereof through the Website or otherwise); or (ii) otherwise by express consent of both such owner of UACTOKENS and the Company.

Notwithstanding the foregoing, the Terms may be modified, changed, supplemented, or updated by the Company in its sole discretion at any time without any attempt by the

Company to provide advance notice and your continued use of the Website will confirm your acceptance of these Terms as modified, changed, supplemented, or updated.

F. Assignment

The Company may assign its rights and obligations under these Terms of Purchase and the Terms. Any of the rights, duties, and obligations contained or incorporated herein, are not assignable by You without prior written consent of the Company. Any attempt by You to assign these Terms without written consent of the Company is void. Subject to the foregoing, these Terms, and any of the rights, duties, and obligations contained or incorporated herein, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal or legal representatives, successors and assigns of You and of the Company. None of the provisions of these Terms, or any of the rights, duties, and obligations contained or incorporated herein, are for the benefit of or enforceable by any creditors of You or the Company or any other persons. These Terms shall survive the transfer of any UACTOKENS by You.

G. Electronic Delivery of Reports, Electronic Acceptance and Other Communications

You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures that the Company may provide in connection with your purchase and use of UACTOKENS. The Company will provide such communications to You by posting them on the Website and/or by emailing them to You at the primary email address associated with your account registered with the Company. You acknowledge and agree that You shall not be entitled to receive any information from the Company in paper format. If You do not have reliable access to the internet or e-mail, You should not acquire UACTOKENS. You accept that such electronic communications may not be secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted, or interfered with or without the knowledge of the sender or the intended recipient. The Company makes no warranties in relation to these matters. The Company reserves the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If You have any doubts about the authenticity of an electronic communication purportedly sent by the Company, You are required to contact the purported sender immediately.

Any notice to be served on the Issuer by the Purchaser may be served by sending it to the following email address: legal@uniqueartconcepts.com. Such notice shall be deemed effective and received by the Company on the date on which the electronic mail is received by the Company, provided if such notice is received on a day which is not a business day in Cheyenne, Wyoming or after 17:00 (i.e., 5.00 p.m.) local time there, it will instead be deemed to have been given at 9:00 a.m. on the next business day in Cheyenne. All notices provided to the Company must be in English.

These Terms of Purchase may be agreed to by the purchaser electronically by use of

tick boxes or other means of indicating acceptance. The indication by the purchaser of their acceptance of these Terms of Purchase through such means shall be deemed to be as valid as if the purchaser had manually signed these Terms of Purchase and shall be deemed to form a binding contract between the purchaser and the Company on the date of such acceptance by the Purchaser. The Company shall be authorized to rely on such electronic acceptance and shall not be required to undertake any investigation into the validity of such acceptance.

H. Cooperation with Legal Authorities

You acknowledge and agree that the Company intends to cooperate with all law enforcement inquiries, subpoenas, or requests provided that such inquiries, subpoenas, or request are fully supported and documented by the law in the relevant jurisdictions in the Company's judgment.

I. Further Assurance

You agree to do anything (including, but not limited to, obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Company asks and considers necessary to: (i) bind the Purchaser and any other person intended to be bound in connection with any provision in these Terms; (ii) confirm whether the Purchaser is complying with applicable law and these Terms; and/or (iii) comply with the Company's or any of its Associates' legal, regulatory and governance requirements.

J. Language

Currently, only English versions of any Company's communications are considered official. The English version shall prevail in case of differences in translation.

K. Relationship of the Parties

Neither these Terms of Purchase and the Terms, nor purchasing UACTOKENS, create any form of partnership, joint venture, or any other similar relationship between You and the Company. Except as otherwise provided herein, these Terms of Purchase are intended solely for the benefit of You and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity, save that these Terms of confer rights and remedies on the Company Parties as set forth in paragraphs 16 (*Indemnities*), 18 (*Limitation of Liability*) and 19 (*Release*).

Notwithstanding any other term of this agreement, the consent of any person who is not a Party to these Terms of Purchase (including, without limitation, any Company Parties, excluding the Company) is not required for any amendment to, variation of or release, rescission, or termination of, these Terms of Purchase and the Terms.

L. Survival

Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms of Purchase and the Terms, will survive the termination of these Terms of Purchase and/or the Terms.

M. Force Majeure:

The Company is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Purchase when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; acts of any Government or Government Official; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of other Persons; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of *force majeure*, the Company is excused from all performance obligations under these Terms until such time as the force majeure event(s) interfering with the Company's performance are over provided that after such force majeure event(s) are over, if ever, to the extent possible performance remains reasonably feasible.

N. Intellectual Property:

The Company and its Associates retain all right, title and interest in each their respective intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, designs, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark (and where patentable, copyrightable or protectable, whether or not so protected) and any trademarks, copyrights or patents based thereon. Nothing in these Terms shall confer or be deemed to confer on any Purchaser any rights or licenses in such intellectual property and no Purchaser may use any such intellectual property for any reason without the prior written consent from the Company or the Associate, as relevant.

O. Remedies

These Terms of Purchase do not limit any rights that the Company may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to the Company, pursuant to these Terms of Purchase or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to the Company.

P. Different Terms; Additional Terms

Prior or further sales of UACTOKENS to other persons may be on different terms and conditions, and at a different price and conversion rate to those set out in these Terms

of Purchase and the Terms. The Company reserves the right to distribute UACTOKENS in any manner they determine in their sole discretion (including to persons who may work for the Company's or any of its Associates' business or future business).

Certain services available on our Website may require your acceptance to additional terms of use.

Q. No Petition

The Purchaser hereby covenants that it shall not take any action to present a petition or commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief with respect to the Company or the debts or obligations of the Company.

SCHEDULE 1

DEFINITIONS

"Affiliate" means, in relation to either Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of that holding company;

"AML" means anti-money laundering, including, but not limited to, all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Digital Tokens, including, but not limited to, the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or Economic Sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;

"Anti-Corruption" means all Laws applicable to each Party prohibiting corruption or bribery of Government Officials, kickbacks, inducements, and other related forms of commercial corruption or bribery;

"Associates" means the Company and each of its shareholders, directors, officers, Affiliates, employees, contractors, agents, partners, insurers, and attorneys;

"Controlling Person" means any Person who owns more than a 25 percent interest in any Person [or affiliate];

“Copyrights” has the meaning set out in paragraph 21 (L) of these Terms;

“Custodian” means the custodian(s) of the Gold Reserves;

“CRS” means the common reporting standard or the Standard for Automatic Exchange of Financial Account Information;

“CTF” means counter-terrorist financing;

“Digital Tokens” means a digital representation of value that functions as (i) a medium of exchange;(ii) a unit of account; (iii) a store of value, and/or (iv) other similar digital representations of rights or assets, which is neither issued nor guaranteed by any country or jurisdiction and does not have legal tender status in any country or jurisdiction, typically including blockchain-based assets or rights including sovereign cryptocurrency or virtual currency (for the avoidance of doubt, UACTOKENS are a subset of Digital Tokens that is not a cryptocurrency or meant to be one);

“Digital Tokens Wallet” means a software application (or other mechanism) that provides a means for holding, storing, and transferring Digital Tokens, including a user’s digital address, Digital Tokens balance, and cryptographic keys;

“Economic Sanctions” means financial sanctions, trade embargoes, export or import controls, anti-boycott and restrictive trade measures enacted, administered, enforced, or penalized by any applicable Laws, including, but not limited to, those relating to gold or precious metals;

“FATCA” means the United States Foreign Account Tax Compliance Act, as enacted by Title V, Subtitle A of the Hiring Incentives to Restore Employment Act, P.L 111-147 (2010), as amended;

“FATF” means the Financial Action Task Force;

“Fiat” means the money or currency of any country or jurisdiction that is: (i) designated as legal tender; and (ii) circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance;

“FinCEN” means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury;

“UACTOKENS” means the Digital Tokens available for sale at the Company marketplace Website from time to time as further described in these Terms of Purchase;

“Government” means any national, federal, state, municipal, local, or foreign branch of government, including, but not limited to, any department, agency, subdivision, bureau, commission, court, tribunal, arbitral body, or other governmental, government

appointed, or quasi-governmental authority or component exercising executive, legislative, juridical, regulatory, or administrative powers, authority, or functions of or pertaining to a government instrumentality, including, but not limited to, any parasternal company, or state-owned (majority or greater) or controlled business enterprise;

“Government Approval” means any authorization, license, permit, consent, approval, franchise, concession, lease, ruling, certification, exemption, exception, or waiver by or with any Government necessary to conduct the business of either Party or the execution, delivery and performance of the or any transaction entered under these Terms;

“Government Official” means an officer or employee of any Government, a director, officer, or employee of any instrumentality of any Government, a candidate for public office, a political party or political party official, an officer or employee of a public international organization, and any Person who is acting in an official capacity for any of the foregoing, even if such Person is acting in that capacity temporarily and without compensation;

“Laws” means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified, enforced, or administered by any Government that apply to you or the location at which the gold is stored;

“Losses” means, collectively, any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, but not limited to, attorneys’ fees or the costs of any claim or suit), including any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses;

“Marks” has the meaning set out in paragraph 21(L) of these Terms;

“Mine” Manhattan Gulch. LLC, a company incorporated in Nevada, USA. For answers to any questions about the mine or for any further information regarding the mine, please contact us at info@nftmine.net.

“Mine Operator” means AU NFT Partners LLC, a company incorporated in Nevada, USA. For answers to any questions about the mine or for any further information regarding the mine, please contact us at info@nftmine.net.

“OFAC” means Office of Foreign Assets Control of the U.S. Department of the Treasury;

“Person” includes an individual, association, partnership, corporation, company, other body corporate, trust, estate, and any form of organization, group, or entity (having separate legal personality);

“Personal Information” has the meaning set out in the Privacy Policy;

“Privacy Policy” means the privacy policy available at <https://www.nftmine.net/privacy-policy/>, as may be amended from time to time;

“Prohibited Jurisdiction” means any of: (i) Cuba, Democratic People’s Republic of Korea (North Korea), the Government of Venezuela, Iran, Pakistan, Syria or Crimea (a region of Ukraine annexed by the Russian Federation); and (ii) any jurisdiction for which the sale of UACTOKENS, or any offer or solicitation in respect of UACTOKENS, would require registration or licensing not obtained by the Company, or otherwise would be unlawful or that restricts or licenses the activities of the kind that can be accessed or used through the Website (and where the Company does not comply with such restrictions or has obtained such license);

“Prohibited Person” means any Person who is (i) a Sanctioned Person; (ii) located in a Prohibited Jurisdiction or a citizen or resident of, Government or Government Official of, or Person in or subject to jurisdiction of, any Prohibited Jurisdiction; (iii) U.S. Person; (iv) citizen or resident of Canada, the Cayman Islands or Switzerland; (v) Person from or in any jurisdiction that does not meet international AML–CTF standards (including any jurisdiction identified by the FATF as high-risk, non-cooperative, or strategically deficient jurisdictions; (vi) Person that is a Government Official or Politically Exposed Person within the meaning of the FATF’s 40 Recommendations; (vii) Person that presents a risk of any exposure to penalties, sanctions, or other liabilities under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws that may apply; (viii) Person that the Company determines is acting in the United States or Territory or Insular Possession of the United States (whether or not by, to, through or from any U.S. Financial Institution) in violation of, causing any other Person, including, but not limited to, any of the Associates, to violate, attempting or conspiring to violate, or evading or circumventing these Terms or applicable Laws; and (ix) Person that fails to meet any user due diligence standards, requests, or requirements of the Company, or otherwise appears to be of high risk, including, but not limited to, any of the foregoing factors.

“Prohibited Use” has the meaning set out in paragraph 13 of these Terms;

“Sanctions List” means the “Specially Designated Nationals and Blocked Persons” (“SDN”) List and the Non-SDN Lists, including, but not limited to, the “Sectoral Sanctions Identifications List”, published by OFAC; the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list, or under Economic Sanctions, AML, or CTF Laws of or by Governments of the United States and the United Nations;

“Sanctioned Person” refers to any Person or Digital Tokens Wallet address that is: (i) specifically listed in any Sanctions List; (ii) directly or indirectly owned 50 percent or more by any Person or group of Persons in the aggregate, or a Digital Tokens Wallet associated with such Person or Persons, referred to in any Sanctions List, or

Government or Government Official of any Prohibited Jurisdiction; or (iii) that is subject to any Government Approval or otherwise sanctioned, restricted, or penalized under applicable Laws;

“Tax Information Exchange Laws” means Laws relating to the exchange of information relating to taxes between Governments, including, but not limited to, FATCA and CRS;

“Terms” means these terms and conditions of sale and service, as they may be changed, amended, or updated from time to time.

Exhibit A – RISK FACTORS

CERTAIN RISKS RELATING TO THE PURCHASE, SALE AND USE OF UACTOKENS

This section highlights certain risks that we would like to bring to your attention before you use our Website and/or purchase or acquire any UACTOKEN. The risks highlighted in this section are not meant to be exhaustive and are set out for your consideration only. In addition to the risks highlighted in this section, there may be other risks not included herein, arising either now or in the future, which could be relevant to your access and/or use of our Website and or your purchase or acquisition of UACTOKENS. By using our Website and or your purchase or acquisition of UACTOKENS, you acknowledge that you understand the costs, risks and/or losses which may occur pursuant to your such use, purchase or acquisition.

Important Note: *As noted elsewhere in these Terms, UACTOKENS are not being structured or sold as a security or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims all responsibility for any direct or consequential loss or damages of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit A, (ii) any error, omission, or inaccuracy in any such information, or (iii) any action resulting from such information.*

By purchasing, holding, and using UACTOKENS, you expressly acknowledge and assume the following risks:

Valuation Risk. Non fungible digital tokens are not legal tender nor backed by any government. Where fiat currencies are backed by their respective governments and/or central banks, non-fungible digital tokens rely on the networks and protocols on which they run, as well as the participants in such networks and protocols ("**Protocols**"). The value of non-fungible digital tokens may depend on the liquidity and spread on the

marketplaces where such nonfungible digital tokens are traded. As of the date of the Agreement, such marketplaces are likely exempt in most jurisdictions and may not be regulated by any regulatory authority. The values of non-fungible digital tokens are also highly speculative, and the traded price may fluctuate greatly within a short period of time, decrease, and potentially even fall to zero. As the risk of loss in non-fungible digital tokens can be substantial, you should exercise caution and carefully consider whether purchasing and/or holding non fungible digital tokens is suitable for you given your financial condition.

Transaction Risk. Generally, transactions in non-fungible digital tokens are irreversible and losses due to erroneous or fraudulent transactions may not be recoverable. Transactions in non-fungible digital tokens are also generally anonymous, which may make it difficult to identify malicious actors. Completing transactions of non-fungible digital tokens may also depend on the number of pending transactions on the Protocols on which they run. If the Polygon blockchain (which is the blockchain powering our Platform) is congested, your transactions, including any Primary Purchases and/or Redemptions, may be delayed for an undetermined period. Such risk of delay may increase in the event that more smart contracts are on the Polygon blockchain. There is also no assurance that we will continue to accept the same fiat currencies and virtual currencies in exchange for our UACTOKENS.

Custody Risk. In the event your non-fungible digital tokens are stored using third-party wallet providers, custody services and/or exchanges ("**Third-Party Custody Services**"), losses may occur in the form of theft, hacks, unauthorized disclosures and/or other compromises affecting the underlying infrastructure of such Third-Party Custody Services. You may also lose access to your non-fungible digital tokens if you do not have security over your private key or if the operations of the Third-Party Custody Services are suspended or ceased. Events which occur in relation to such Third-Party Custody Services are not within our control and we are not under any obligation to assist, or may not be able to assist, in the event you suffer from losses due to compromises affecting the security of such Third-Party Custody Services. You should take utmost care in the custody of your private key.

Regulatory Risk. Regulatory frameworks and regimes in relation to non-fungible digital tokens are in constant development and may differ based on jurisdiction. It is possible that your access and/or use of our Platform may be limited by and subject to, now or in the future, such laws, rules and regulations and the relevant amendments thereto, from time to time. In addition to the General Regulatory Risk with respect to non-fungible tokens, UACTOKENS bear an unusual Redemption feature of the ability to physically receive a Gold Bar in the future. With respect to this Gold Bar Redemption component, to the best of our knowledge and belief, such obligations to deliver physical gold in the future are not regulated securities as defined by the United States Securities and Exchange Commission (the "SEC").

The SEC administers and enforces the U.S. federal laws that govern the sale and trading of securities but does not regulate futures trading. In the U.S., the Commodity

Futures Trading Commission (CFTC) regulates Futures and Futures markets. Futures are a standardized and regulated type of forward contract. Our Redemption obligations hereunder are not pursuant to a "Futures Contract" but rather are in the nature of a forward contract. Forward Gold Contracts are not futures as defined by the CFTC. Gold is an exempt non-agricultural commodity under CEA Section 1a(20) Exempt commodity: The term "exempt commodity" means a commodity that is not an excluded commodity or an agricultural commodity. Both the Commodity Exchange Act (the CEA) and CFTC regulations have long recognized a forward contract exclusion from futures contracts. CEA Section 1a(47)(B)(ii) Exclusions: The term "swap" does not include any sale of a non-financial commodity or security for deferred shipment or delivery, so long as the transaction is intended to be physically settled.

While it is the Company's belief that the statements contained herein are accurate at this time, as with all government regulations, interpretation and enforcement can be arbitrary and capricious and all laws are subject to change or being amended.



[the balance of this page is blank]