

GENERAL TERMS AND CONDITIONS

FOR THE DBF TOKEN PUBLIC PRESALE

(the "Agreement")

between **DBF Digital Blockchain Foundation GmbH**, a limited liability company under German law with registered office in Französische Straße 24, 10117 Berlin, Germany, represented by Christian Tegge (Managing Director), registered with the commercial register of the district court of Berlin-Charlottenburg under no. HRB 190460 B ("DBF GmbH") and the **customer** (the "Customer").

1. Preamble

DBF GmbH aims to improve the quality of relationships worldwide, enable new ways of interaction and collaborate among people and create a blockchain powered ecosystem by developing the DBF Connect Platform (the "DBF Framework"). The DBF Framework represents a decentralized people and innovation network that turns people relationships into an asset on the market and enables them to tackle today's challenges in a globalized world. It will be the main location for the people to connect and exchange information, make recommendations and perform other features that will be supported by the platform, including a customizable user dashboard and directory, social streams, and ways for users to leverage their ownership of data. For the usage of services provided by the DBF Framework, DBF GmbH plans to generate own DBF tokens ("DBF") and to offer a specific number of DBF for a token sale (the "Initial Community Offering").

The currently envisaged services of the DBF Framework are shown in ANNEX A. DBF GmbH reserves the right to offer some of the services as described in ANNEX A to users free of charge, especially in the initial phase.

2. Scope of Agreement

- 2.1 For the purchase of DBF, particularly through DBF GmbH's website at <https://DBFconnect.io> (the "Website"), these general terms and conditions of DBF GmbH, as amended from time to time (the "GTC"), apply. For such amendments, the provisions as set forth in clause 10.6 apply.
- 2.2 For the application of DBF in order to use the DBF Framework, DBF use terms and conditions (the "Terms of Use") will apply as published at point of time of public release of the DBF Framework in form of a minimal valuable product on the starting date of the main-sale pursuant to clause 3.2.

3. Conditions of Token sale**3.1 Sale of DBF**

DBF GmbH creates a total of 100,000,000,000 (one hundred billion) DBF. [6]% of all DBF (the "DBF Sale Pool") are available for purchase (the "Sale").

3.2 Sales Period

DBF GmbH offers a maximum of 6,000,000,000 DBF in a Initial Community Offering (i) within the period starting on Oct, 15, 2018 at 12:00 CET and ending on Nov 09, 2018 at 12:00 CET. DBF GmbH reserves the right to extend the Sales Periods up to 1 (one) month by notice issued on our Website prior to the end of the relevant Sales Period.

3.3 Minimum Sales Amount

If the sales amount equivalent to EUR 750,000.00 (seven hundred fifty thousand) (the "Minimum Sales Amount or Soft Cap") is not reached until the point of time of expiration of the Sales Period, 80% (eighty percent) of any Payment Amount received in the Initial Community Offering will be returned to the Customers' wallet sender address within 30 (thirty) calendar days following expiration of the Sales Period. Customers cannot use any received DBF.

Restrictions of Sale

The Sale of DBF is limited to Customers not acting in their capacity as consumers. Consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside its trade, business or profession (the "Consumer"). Any Customer confirms by submitting the Order (see clause 4.1) that he/she does not act in his/her capacity as Consumer.

3.4 Admitted Jurisdictions

DBF GmbH informs on explicitly admitted jurisdictions for the Sale on the Website. DBF GmbH accepts only purchase offers from individuals (*natürliche Personen*) with citizenship and regular place of residence (*Wohnsitz/regelmäßiger Aufenthalt*) or legal entities having their registered office (*Geschäftssitz*) in the countries listed on the Website. DBF GmbH reserves the right to amend the list of countries at any time.

4. Conclusion of Contract; Order Process

4.1 Customer's Binding Offer

The publication of the Sale of DBF on the Website is non-binding and does not constitute a binding offer by DBF GmbH to conclude an Agreement. It is an invitation to submit a binding offer (*invitatio ad offerendum*) by Customers. The Customer will be guided through the process required for submitting an order for DBF on the Website (the "Order Process"). Customer's order on the Website by clicking the button "Purchase" represents a binding legal offer (the "Order") according to sec. 145 German Civil Code (the "BGB").

4.2 Registration

An Order requires personal registration on the Website, by entering a valid e-mail address, password, your name, address, nationality, country of residence (*Wohnsitz/regelmäßiger*

Aufenthalt) and business seat (*Geschäftssitz*), as applicable. With successful registration, the Customer will be assigned a wallet address to which purchased DBF will be sent pursuant to clause 4.7.

4.3 Account

By registering on the Website pursuant to clause 4.2 the Customer creates an account. The Customer can access the account by entering the chosen e.mail address and password. By means of the account, the Customer can enter information required for KYC/AML check, order DBF, check Order details and payment status, receive and freely dispose of DBF allocated to the Customer pursuant clause 4.7.

4.4 KYC/AML Check

The Customer acknowledges that the Customer has to complete a Know Your Customer (“KYC”) and Anti-Money-Laundering (“AML”) check for the purchase of DBF which must be in form and substance satisfactory to DBF GmbH. KYC/AML check is carried out by providing necessary information with regard to Customer’s identification, beneficial owner and origin of the funds, the scope and type of information depending on the type of Customer. Thus, the Customer is required to provide DBF GmbH with certain personal information, including, but not limited to: name, address, nationality and country of residence (*Wohnsitz/regelmäßiger Aufenthalt*) and business seat (*Geschäftssitz*) and upload a copy of Customer’s ID and a self-portrait photograph for identification purposes. The Customer is obliged to update DBF GmbH without delay if any information changes. For the purpose of KYC/AML check, the aforementioned data is transferred to IDnow GmbH, Auenstr. 100, 80469 Munich (“IDnow”). Neither IDNow GmbH nor DBF GmbH will transfer this data to any other third party. IDnow will use the aforementioned data for the purpose of conducting the AML/KYC check. In case the automatic procedures of KYC/AML check fail, the Customer may be requested to provide further information in order to successfully complete the KYC/AML check. Regardless of the outcome of the KYC/AML check DBF GmbH reserves the right to reject the Customer. A rejection does not need to be justified.

4.5 Order Process/ Acceptance of the Order

An Order requires prior personal registration pursuant to clause 4.2 and successful completion of KYC/AML check pursuant to clause 4.4. The Customer can specify the amount of Ether (“ETH”) the Customer wants to pay. The Customer can view and correct the entries made by using the corrective aids provided and explained in the Order Process at any time prior to submitting the Order.

The Customer can submit an Order only by ticking the checkboxes

4.5.1 “I hereby accept the General Terms and Conditions.”;

4.5.2 “Customers acting in their capacity as consumer are not eligible to purchase Tokens. Tokens can only be acquired by entrepreneurs acting in exercise of their trade, business or profession. I hereby confirm and by completing the order process that I do not act in my capacity as consumer.”.

Following receiving the Order, the Customer receives without undue delay an order confirmation by email, in which DBF GmbH also declares the acceptance of the Order.

In the event that Orders exceed the number of DBF available, DBF GmbH will choose in its free discretions which Order it accepts. If relevant, a Customer will be informed immediately and offered to purchase less DBF than ordered. The Customer already now declares its acceptance of this revised offer.

4.6 Payment

If the soft cap of 750,000€ is met, the whole ICO supply of 6 billion DBF Tokens will be distributed among the contributors

As an example of a calculation, in the case we achieve our funding target of € 3 millions the following ratio between EUR and DBF will be calculated:

1 EUR = (6 billion / 3 million) = 2000 DBF Tokens

1 DBF Token = (3 million / 6 billion) = 0,0005 EUR

The amount of DBF allocated to the Customer will be automatically calculated by DBF GmbH's smart contract. Any payments shall be made at the Customer's own expense free of charge for DBF GmbH and for its free disposal. Any amounts deducted and not received by DBF GmbH will not count as payments accordingly. All kind of remittance fees shall be borne by the Customer and not by DBF GmbH.

The Payment Amount must be received by DBF GmbH within five (5) calendar days from the point of time of Order. Following pressing the button “Contribute” the wallet address and corresponding QR code will be displayed to which the Payment Amount has to be transferred. Any transaction fee of Customer's wallet provider has to be borne by the Customer.

4.7 Allocation of DBF

The number of DBF corresponding to the received Payment Amount will be automatically sent to the wallet address assigned by the Customer during registration within six weeks following the end of the Initial Community Offering.

4.8 Exclusion of a Customer

DBF GmbH reserves the right to exclude registered Customers from participation in the Initial Community Offering at any time without giving any reason.

5. Transferability

Transferability of DBF is not restricted by DBF GmbH. The transfer of DBF does not require DBF GmbH's consent. Any rights arising under or in connection with this Agreement and/or under the Terms of Use and represented by DBF can exclusively be assigned by transfer of DBF. Technically, the assignment and transfer of such rights shall be performed by way of transfer of the DBF on the Ethereum blockchain ("Ethereum").

6. Event of Hard Fork

The rights and obligations arising under or in connection with this Agreement and/or under the Terms of Use are only represented by DBF on Ethereum. In case of a so called hard fork (split up) of Ethereum, only DBF on one of the chains resulting from such hard fork will represent the Customer's rights and DBF GmbH may choose in its free discretion DBF on which of the chains resulting from such hard fork will be further serviced according to this Agreement and the Terms of Use. The Customer and/or other tokenholders of DBF on the other chain shall have no rights and claims against DBF GmbH under this Agreement and/or under the Terms of Use.

7. Warranties and Representations of the Customer

- 7.1 The Customer understands that DBF are not delivered prior to DBF GmbH having received the Payment Amount pursuant to clause 4.6. The Customer ensures that DBF GmbH receives the Payment Amount within five (5) calendar days from point of time of Order.
- 7.2 The Customer is aware that only the Customer has the private key to his/her wallet and the right to dispose of his/her DBF. Without the private key, the Customer has no possibility to dispose of or even access DBF. The Customer is solely responsible for taking effective technical and organizational measures to secure his/her private key, wallet, or other storage devices or mechanisms the Customer uses. The Customer is solely responsible for any damages incurred as a result of loss, theft or other activities in connection with his/her private key.
- 7.3 The Customer acknowledges and agrees that there are risks associated with the purchase, holding, and use of DBF some of which are disclosed and explained as part of ANNEX B to these GTC. By entering into the Agreement, the Customer acknowledges these risks and that the Customer is responsible for any damages suffered as a result of any realization of such risks.
- 7.4 The Customer hereby confirms that he/she has sufficient understanding of blockchain technology and the general functioning of tokens.

8. Liability

- 8.1 In the case of claims that are based on intent or gross negligence on DBF GmbH's part, its legal representatives or assistants, DBF GmbH is liable according to the provisions of applicable law.
- 8.2 In the event of negligent breach of principal contractual duties, DBF GmbH shall only be liable for predictable, typically occurring damages. A principal contractual obligation is an obligation the fulfilment of which is essential for proper execution of the contract, the breach of which jeopardizes reaching the contractual object and on observance of which the other party may duly rely upon.
- 8.3 The limitations according to 8.1 and 8.2 also apply to DBF GmbH's legal representatives and assistants if claims are asserted directly against them.
- 8.4 The liability limitations resulting from 8.1 and 8.2 do not apply insofar as DBF GmbH fraudulently concealed a defect or assumed a guarantee for the quality of the Tokens.
- 8.5 Liability for culpable damage to life, body and health and liability under the German Product Liability Act remain unaffected.
- 8.6 In all other cases, DBF GmbH's liability towards Customers is excluded.

9. Set-off

The Customer is not entitled to set-off, unless Customer's counterclaims are legally established or undisputed.

10. Miscellaneous

10.1 Contract language; Storage of contract text

The language available for the contract is English. However, where a German language term has been added to an English language term, such German term shall be decisive throughout.

After conclusion of this Agreement, the contract text is not stored by DBF GmbH. It is accessible to the Customer via PDF-download before concluding the contract on the Website.

10.2 Written form

This Agreement will affect all prior arrangements regarding its subject matter, regardless of whether DBF GmbH has agreed with the Customer in writing or orally. Verbal collateral agreements do not exist.

Modifications and amendments, additions and the repeal of these GTC must be in writing to be effective. This also applies to the amendment of this written form clause itself. The above written form requirement does not apply to agreements made orally between DBF GmbH and the Customer after conclusion of the contract. Also in this case, DBF GmbH agrees that a written confirmation is required for the content of an oral agreement.

Unless otherwise stated in these GTC, it is sufficient to comply with the written form also by using text form according to sec. 126b BGB, e.g. email.

10.3 Applicable law; Jurisdiction

This Agreement entered into DBF GmbH between DBF GmbH and the Customer and all other contracts entered into hereunder are subject to the laws of the Federal Republic of Germany excluding the UN Sales Convention (CISG).

If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between DBF GmbH and the Customer is DBF GmbH's place of business. However, DBF GmbH is also entitled to file a lawsuit at the Customer's place of business. The above does not apply if there is another exclusive legal jurisdiction being mandatory by law.

10.4 Data protection

DBF GmbH collects and stores Customer's data necessary for the implementation of the Public Token Sale. When processing Customer's personal data, DBF GmbH complies with the statutory provisions. Details can be found in DBF GmbH's privacy policy, which can be found on the Website.

10.5 Severability

Should any of the provisions of this Agreement be or become invalid or unenforceable in whole or in part, the validity or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In this case the invalid or unenforceable provision shall be replaced by a provision which, to the extent legally possible, provides for an interpretation in keeping with the meaning and the economic purposes of this Agreement at the time of the issue of the DBF. Under circumstances in which this Agreement proves to be incomplete, a supplementary interpretation in accordance with the meaning and the purposes of this Agreement under due considerations of the legitimate interest of the parties involved shall be applied.

10.6 Amendments to this Agreement

DBF GmbH may amend this Agreement by notification two months in advance (the "Amendment Agreement"). DBF GmbH will notify the Customer of the Amendment Agreement by email. At the same time, DBF GmbH will inform the Customer that the Amendment Agreement shall replace this Agreement if the Customer does not object by email to the Amendment Agreement within a period of two weeks from the point of time when notification of the Amendment Agreement reaches the Customer by email.

ANNEX A**Envisaged Services of DBF Framework**

The featureset outlined below represents the foundation of a platform, and all of the components will work together in one large ecosystem, fueled by the DBF Token which will be a common denominator between different use cases. Important to note is that these are the initial features that DBF wants to implement, however the ecosystem will mature as time progress and provide far more features in the future. This will be especially emphasized after the release of the APIs and Ecosystem Development Kits, which will enable community to contribute and expand the functionality of the platform.

1. Social Network

The main feature of the DBF Connect Platform, accessible for everyone, is the Social Network. It will enable easy connection and communication of individuals. Target audiences include individuals from all backgrounds: entrepreneurs, intrapreneurs, job seekers, freelancers, experts, executives, artists, specialists, venture capitalists, business angels and others. Users will be able to manage their relationships with all key information, control their personal data and will have models to monetize their activities through DBF Token.

For example, by utilizing the Platform and the DBF Token, users could make:

- recommendations and introductions between different parties,
- curated registries to reflect the reputation of individuals in a specific area
- proving to know someone without revealing his or her identity

Rewards for users will come exclusively through the DBF Platform. By using smart contracts, this process will be automated and simplified compared to the process used in traditional networking.

For example, users will have an intuitive way to create a request for a recommendation using the platform, which would act as a 'bounty' mechanism, awarding an individual who fulfills it. All parties would benefit from this: the initial user will get in contact with the target one, and DBF Connect will reward the mediator with the bounty amount and transfer the tokens. Additionally, the DBF Rewards Engine will eliminate spam, as well as greatly incentivize meaningful recommendations and introductions, which are more likely to result in mutual benefit for all parties involved.

2. Community management

With many benefits, users are able to promote and distribute information they want, and engage with the community in different ways. Managing applications, scheduling, social collaboration, event management, document sharing and circulation are just some of the activities that will be supported and users can greatly benefit by engaging with the community and team members over relevant topics.

Users can be members of different communities, grouped by companies, similar interests, locations, languages or other criteria. The decentralized nature of the platform will fuel the creation of interesting communities in the long run.

3. Open innovation and collaboration

By having activities and challengers that enhance collaboration and innovation, the platform will organically grow and result in a positive outcome for all involved entities. The DBF Connect platform enables companies or individuals to engage with Startups, Incubators, Universities, Independent innovators, Freelancers, who could all work together as a large decentralized workforce empowering innovation. Further use cases include internal participation and innovation by employees of an organization which can be managed and rewarded using the DBF Token.

ANNEX B

Risks

1. General remarks on risks associated with purchase, holding and use of DBF

This Annex B contains a list of the risks known to DBF GmbH in connection with the purchase, holding and use of DBF. Please note that further unknown and unforeseeable risks cannot be ruled out. Risks and uncertainties that are not currently known to DBF GmbH could have a material adverse effect on DBF GmbH's envisaged business model and business operations as well as on DBF and have a detrimental effect on DBF GmbH. DBF GmbH does not accept any liability for damage caused by any risks unknown or unforeseeable to DBF GmbH.

The Customer should carefully read and take into account the following risk factors together with further information contained on the Website. The occurrence of individual or the cumulative interaction of various risk factors may have significant adverse effects on the envisaged business model, business operations and DBF.

The following presentation of the risk factors does not replace the necessary expert advice by a suitable advisor of Customer's choice. The order in which the following risks are listed does not indicate the probability of their occurrence and/or the extent of the potential (economic) effects. At the same time, the selection and content of the risk factors are based on assumptions that could subsequently prove to be incorrect.

2. Business model of DBF GmbH

2.1 Competing business models or products

The future business development of DBF GmbH's business model requires that DBF GmbH can maintain a good position in the market and constantly expand DBF GmbH's customer base. In this respect, there are risks of more intense competition and the success of competitors. In this context, DBF GmbH should also consider the potential loss of acceptance of DBF GmbH's offer by customers. It is conceivable that third parties may operate or develop a platform or product similar to DBF GmbH's business model and/or try to copy or rebuild the business model, which could have adverse consequences for DBF GmbH and the DBF.

2.2 Success of DBF GmbH's business model

DBF GmbH is committed to the successful implementation of the business model. However, there is a risk that the business model will not be implemented for financial, technical or other reasons, such as lack of sufficient funding or lack of success after implementation of the business model. Should the business model have to be abandoned, this may also result in the dissolution of DBF GmbH due to the discontinuation of its business purpose.

2.3 Financing (in part) by cryptocurrency funds

Adverse developments of the value of ETH during and after DBF GmbH's token sale could result in DBF GmbH will not being able to implement the business model as planned, and thus prevent DBF from being used as planned and/or only to a limited extent or turn DBF unusable.

2.4 Key person risk

The implementation of the business strategy and the company's goals and thus the further development of DBF GmbH are based in particular on the knowledge, skills and experience of the managing director and other core team members. The omission of one or more of these key persons could have a detrimental effect on the general business activity and in particular on the further development of the business model.

3. Regulatory framework

3.1 General legal framework

The national and international regulatory framework of blockchain and distributed ledger technology in general and related applications is still largely unclear and may change. It is possible that the interpretation and application of existing laws and regulations may be amended or adapted.

Blockchain and distributed ledger technology and related applications could also be the subject of legislative initiatives at national and international level. Changes to the regulatory framework, such as the extension of licensing, prospectus and other obligations as well as prohibitions, could adversely affect the intended business model. This includes in particular the risk that acquired DBF cannot be used or can no longer be used for its intended purpose due to changes in the regulatory framework and may become unusable under certain circumstances. Naturally, DBF GmbH does not have any influence on future legislative activities, which may adversely affect DBF GmbH's business model. Participation by persons from countries who prohibit or restrict the sale of DBF cannot be effectively prevented and represents a potential risk for DBF GmbH in the event of subsequent claims.

3.2 Tax issues

DBF GmbH has not examined the tax treatment of the purchase, holding and use of DBF. The purchase, holding and use of DBF could entail tax consequences, in particular information obligations and taxation, among other things according to capital yields and/or income law principles. It is the sole responsibility of the Customer and/or owner of DBF to obtain any necessary qualified tax advice regarding the purchase, holding and use of DBF.

4. Risks associated with DBF

4.1 Tradability of DBF

The tradability of DBF requires that it is traded and listed on an appropriate online trading platform for token/coins (the "Trading Platform"). DBF GmbH will not actively list DBF on Trading Platforms. It cannot be excluded though that DBF will be listed on Trading Platforms by third parties. Such listing cannot be influenced and effectively prevented by DBF GmbH. In case of such listing of DBF on Trading Platforms, it is pointed out here that cryptocurrencies and/or tokens are generally subject to considerable fluctuations in value and price and that DBF can therefore also exhibit increased or high volatility. This concerns the future development of DBF and the exchange rate at which DBF could possibly be exchanged into other tokens/coins in the future. A forecast of the future performance of DBF or market liquidity is therefore not given. In particular, no statements can be made as to whether a liquid secondary market is or will be developing for DBF. The offer or sale of DBF by the Customer to a third party (secondary market) is the sole responsibility of the respective parties which also have to observe the legal framework conditions (see clause 3 (Regulatory framework) of this **Annex B**).

4.2 References of financial regulators

In general, it can be observed that national and international financial regulators have recently increasingly pointed out possible risks associated with the acquisition of coins or tokens. In November 2017, for example, the German Federal Financial Supervisory Authority ("BaFin") or the European Securities and Markets Authority ("Esma") published such a general reference. From the point of view of these authorities, token sales represent highly speculative

investments and there is the possibility of losing an investment partially or, in the worst case, even completely. DBF GmbH hereby expressly draws attention to these references.

5. Risks associated with blockchain technology

5.1 Smart Contract and Ethereum

The smart contract DBF GmbH programmed for the distribution of DBF functions like an accountant. The smart contract records and stores on Ethereum how many DBF belong to which wallet. At the time of publication, DBF GmbH is not aware of any security gaps or other errors in the smart contract. If security gaps and/or other errors in the software come to DBF GmbH's attention, DBF GmbH will do everything that is necessary and reasonable to correct the error. The smart contract is deployed on Ethereum. The functionalities are therefore (un)directly dependent on Ethereum. Errors and dysfunctions, including the failure of Ethereum, may adversely affect the business model and DBF, including the possibility that DBF GmbH's services as well as DBF cannot be used only partially or in the worst case not at all.

5.2 Private key

A wallet and the tokens it contains can only be accessed using the private key assigned to the wallet. The owners of DBF are solely responsible for the secure storage and administration of the private key to the wallet in which DBF is held, as well as for the protection of the private key and the wallet against unauthorized access by third parties. Loss of the private key can lead to irretrievable loss of the tokens in the wallet including DBF. There is usually no recovery mechanism for lost private keys. DBF GmbH recommends that you seek professional advice on the safe management of private keys.

5.3 Mining attacks

Ethereum is exposed to the risk of mining attacks, especially double spending attacks, 51% attacks and selfish mining attacks. Any successful attack is a risk to DBF GmbH's smart contract, especially its proper execution. The resulting disruptions and/or the failure of central IT facilities can lead to serious impairments of DBF GmbH's business activities.

5.4 Hacker attacks

It cannot be ruled out that Ethereum, DBF GmbH and future smart contracts as well as other software and hardware developed by DBF GmbH will become the target of hacker attacks. Such attacks may result in adverse consequences for the functionality of DBF GmbH's business model and/or DBF.

5.5 Wallet (ERC20 standard)

For a successful Transaction, it is essential that the Customer uses a wallet that he/she uses to send ETH to the DBF GmbH's smart contract address is compatible with the ERC20 standard. You alone are responsible for ensuring compatibility with the ERC20 standard.

In particular, the Customer should not use a wallet provided by an Online Trading Platform such as Kraken or Coinbase. These wallets are not suitable for the reception of DBF. DBF GmbH expressly points out that if the Customer uses an incompatible wallet, he/she runs the risk of not being able to access his/her DBF and/or not being able to use the acquired DBF. DBF GmbH is not aware of the type of wallet from which the Customer is conducting the ETH transaction to DBF GmbH's smart contract address. Please note that even if the Customer uses an incompatible wallet, the corresponding number of DBF in exchange for ETH will be sent to the Customer's Wallet automatically controlled by the smart contract. ETH sent by the Customer will not be reimbursed by DBF GmbH if he/she is unable to access or use the acquired DBF.

If, contrary to this explicit warning, the Customer uses an incompatible wallet for the transaction, he/she is required to contact the appropriate wallet provider to find a solution to the problem. Naturally, DBF GmbH has no possibility to influence the handling of the problem by the wallet provider.