

BMIC Platform General Terms and Conditions of Use (January 2025)

1. About the Website

- 1.1. Welcome to www.BMIC.ai (the '**Website**'). The Website for the BMIC Platform (the '**Services**').
- 1.2. The Website is operated by AI Tokenomics Limited with a registered office at 13 Adelaide Road, Dublin 2 Ireland D02 P950, hereinafter BMIC. Access to and use of the Website, or any of its associated Products or Services, is provided by BMIC. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of our Services, immediately.
- 1.3. BMIC reserves the right to review and change any of the Terms by updating this page at its sole discretion. When BMIC updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- 2.1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by BMIC in the user interface.
- 2.2. The "**Terms**" is defined as the following:
 - (a) These Terms and Conditions including Partners and Retailers Terms and Conditions.
 - (b) Our Privacy Policy
 - (c) Our Cookie Policy
- 2.3. BMIC is operating under Irish and EU legislation. The products and services provided by BMIC on the Website are not considered to be financial services, or crypto services under this jurisdiction, and therefore does not require any licenses to operate. The BMIC token is considered to be a utility token and is therefore not a financial instrument. As laws and regulations are different in other countries the right to access and/or use the Website (including any, or all of, the products and services offered via the Website) may be illegal in certain countries. You are responsible for determining whether you're accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and that the service offered on this Website is not illegal in the territory where you reside.

3. Registration to use the Services

- 3.1. In order to access the Services, you must first register for an account through the Website (the '**Account**').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Name
 - (b) an email address
 - (c) a mailing address
 - (d) a password
- 3.3. You warrant that any information you give to BMIC in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4. Once you have completed the registration process, you will be a registered user of the Website ('**User**') and agree to be bound by the Terms.
- 3.5. Some of the Services offered will require that you as a User go through a KYC process. The purpose of this process is for BMIC to identify you as a customer. This KYC process is currently provided by a third-party provider ('**KYC Provider**'). When the KYC process is initiated, the User may be sent to the KYC Providers webpage, where the KYC process will be carried out.
- 3.6. Some of the Services offered will require that you as a User connect a crypto wallet to the Webpage.
- 3.7. BMIC will charge a commission fee for its services per transaction. By completing a transaction, you agree to this commission.
- 3.8. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with BMIC; or
 - (b) you are a person barred from receiving the Services under the laws of countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a User

- 4.1. As a User, you agree to comply with the following:
 - (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify BMIC of any

unauthorized use of your password or email address or any breach of security of which you have become aware;

- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of BMIC providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavors except those that are facilitated by the platform or specifically endorsed or approved by the management of BMIC;
- (f) you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by BMIC for any illegal or unauthorized use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Services offered on the platform

- 5.1. BMIC will offer a wide range of Services on the Platform. The current Services will be listed here. BMIC reserves the right to change or discontinue the Services offered at its own discretion.
- 5.2. The Purchase of BMIC tokens. This will be done by referring the User to one of the exchanges where the BMIC token is sold. BMIC does not hold the Users tokens in any way and the transaction is always with a third-party (exchange).

7. Refund Policy

Any transaction that happens on a third-party website is a transaction between the User and the vendor. BMIC is not responsible for that transaction, and any refund (if applicable) is the responsibility of the vendor.

BMIC will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of BMIC makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the '**Refund**').

8. Copyright and Intellectual Property

- 8.1. The Website, the Services and all the related products of BMIC are subject to copyright. The material on the Website is protected by copyright under the laws of Ireland and EU and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by BMIC or its contributors.

8.2. All trademarks, service marks and trade names are owned, registered and/or licensed by BMIC, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained on the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

BMIC does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by BMIC.

8.3. BMIC retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (a) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

8.4. You may not, without the prior written permission of BMIC and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

9. Privacy

9.1. BMIC takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to BMIC's Privacy Policy, which is available on the Website.

10. General Disclaimer

10.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law (or any liability under them) which by law may not be limited or excluded.

10.2. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) BMIC will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 10.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any

kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of BMIC make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of BMIC) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of BMIC; and
- (d) the Services or operation in respect to links which are provided for your convenience.
- (e) By accessing or using the BMIC platform or other BMIC associated social media outlets, you expressly agree to abstain from and refrain from engaging in any activity that may pose a risk of hacking, fraudulent actions, unauthorized access, or scamming. You acknowledge and recognize that BMIC places utmost importance on the security of its platform and the privacy of its users. Accordingly, BMIC implements robust security measures to safeguard against hacking, fraud, and unauthorized access.

Under no circumstances shall BMIC be held liable for any damages or losses incurred because of unauthorized access, hacking, tampering, or scamming activities, including but not limited to financial losses, data breaches, or reputational harm. BMIC will not under any circumstances be liable for any loss you incur as a result of being the victim of fraud, hacking or some other illegal activity targeted by third parties not associated with BMIC against you on the BMIC website, associated Social Media outlets or third party websites. By accepting these terms, you hereby indemnify BMIC from any claims, liabilities, damages, or costs arising from your violation of this clause or any unauthorized access or fraudulent activities committed by you or through your account.

BMIC reserves the right to terminate or suspend your access to the platform without prior notice if there are reasonable grounds to believe that you have engaged in hacking, scamming, or any other fraudulent activities.

11. Limitation of liability

- 11.1. BMIC's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 11.2. You expressly understand and agree that BMIC, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Termination of Contract

- 12.1. The Terms will continue to apply until terminated by either you or by BMIC as set out below.
- 12.2. If you want to terminate the Terms, you may do so by:
- (a) providing BMIC with 1 days' notice of your intention to terminate; and
 - (b) closing your accounts for all of the services which you use, where BMIC has made this option available to you.
- Your notice should be sent, in writing, to BMIC via the 'Contact Us' link on our homepage.
- 12.3. BMIC may at any time, terminate the Terms with you if:
- (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) BMIC is required to do so by law;
 - (c) the provision of the Services to you by BMIC is, in the opinion of BMIC, no longer commercially viable.
- 12.4. Subject to local applicable laws, BMIC reserves the right to discontinue or cancel your account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts BMICs name or reputation or violates the rights of those of another party.

13. Indemnity

- 13.1. You agree to indemnify BMIC, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

14. Dispute Resolution

14.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

14.2. Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

14.3. Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation, mediation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved the Parties are free to commence Court Proceedings in accordance with clause 16.

14.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

14.5. Termination of Mediation:

If two weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15. Venue and Jurisdiction

The Services offered by BMIC are intended to be viewed by residents of Ireland and the EU. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of the above at the discretion of BMIC.

16. Governing Law

16.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland, or such other jurisdiction chosen at the discretion of the Company.

16.2. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

17. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable, and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

19. Hyperlinking

THIS SITE MAY PROVIDE LINKS TO OTHER SITES BY ALLOWING THE

USER TO LEAVE THIS SITE TO ACCESS THIRD-PARTY MATERIAL OR BY BRINGING THE THIRD-PARTY MATERIAL INTO THIS SITE VIA “INVERSE” HYPERLINKS AND FRAMING TECHNOLOGY (A “LINKED SITE”). BMIC DOES NOT CONTROL ANY LINKED SITE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, DATA, OPINIONS, ADVICE, OR STATEMENTS MADE ON A LINKED SITE. THE FACT THAT BMIC HAS PROVIDED A LINK TO A SITE IS NOT AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP, OR AFFILIATION WITH RESPECT TO SUCH LINKED SITE, ITS OWNERS, OR ITS PROVIDERS. THERE ARE INHERENT RISKS IN RELYING UPON, USING, OR RETRIEVING ANY INFORMATION FOUND ON THE INTERNET, AND BMIC URGES USER TO MAKE SURE TO UNDERSTAND THESE RISKS BEFORE RELYING UPON, USING, OR RETRIEVING ANY SUCH INFORMATION ON A LINKED SITE.

20. Linked Internet Sites

BMIC prohibits caching, unauthorized hypertext links to the Site, and the framing of any Content available through the Site. BMIC reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the User’s own risk. Users should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. BMIC is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions. Any link to the Site must not misrepresent an affiliation or other relationship with BMIC nor misrepresent any possible endorsement by BMIC.

22. Rules of interpretation

- 22.1. Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.
- 22.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 22.3. Words in the singular shall include the plural and vice versa.
- 22.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 22.5. A reference to writing or written includes faxes and e-mails.
- 22.6. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

22.7. References to clauses are to the clauses of this agreement; references to paragraphs are to paragraphs of the relevant Section.

- 23.** The Partner Agreement is offered and will require that you as a Partner go through a KYC process. The purpose of this process is for BMIC to identify you as a partner. This KYC process is currently provided by a third-party provider ('**KYC Provider**'). When the KYC process is initiated, the Partner will be sent to the KYC Providers platform on the Company's website, where the KYC process will be carried out. A Partner must carry out and pass the KYC process within one month of the commencement date.

24. Commencement and duration

24.1. This agreement shall commence on the date that the Partner has registered with BMIC and fulfilled the staking requirements and discharged the Partner Fee. (the "Commencement Date") and shall continue unless terminated earlier in accordance with clause 9 or until either party gives the other party written notice to terminate and satisfies the conditions of this agreement (the "term")

25. Platform Access

25.1. The Company hereby authorizes the Partner on a non-exclusive basis (subject to the Company's prior written approval for each of such materials) to:

- i. distribute brochures and product sheets and other printed or digital matter or information provided by BMIC in relation to and for the marketing and promotion of the Services;
- ii. advertise, market and promote the sale of the Services in various media (including but not limited to brochures and product sheets and online advertising), subject to the approval of BMIC; and,
- iii. provide Prospective Partners through such channels, access to the Company's website and the opportunity to obtain information about, and application forms, for the Services.

25.2. The Partner agrees at all times to faithfully, honestly, and diligently perform the Partner's obligations hereunder, and to continuously exert best efforts to promote BMIC. The Partner agrees to utilize the Marks and Licensed Methods to operate all aspects of the business hereunder in accordance with the methods and systems developed and prescribed from time to time by the Company, all of which are a part of the Licensed Methods. The Partner shall offer such services (the "Services") as the Company shall designate and shall be restricted from selling any products or services not previously approved by the Company in writing. The Partner must feature BMIC brand items manufactured by the Company, or its designated suppliers and related non-primary items ("Items") approved by the Company in writing. The Partner shall ensure that it is not in any breach of any local laws in their territory by promoting the licensing methods and offering the Services prior to entering this agreement.

26. Proprietary Rights

26.1. In consideration for the mutual promises contained in this agreement, BMIC hereby grants to the other for the Term a non-exclusive and non-transferable licence to use and display its trademarks solely for the purposes contemplated by and to the extent necessary to comply with its obligations under this agreement provided that, for the avoidance of doubt, all use by of trademarks shall be subject at all times to prior written approval from BMIC and all resulting goodwill or other intellectual property created under or in relation to this agreement shall vest in or be automatically assigned to BMIC

26.2. BMIC grants to the Partner and the Partner accepts from BMIC, the right to use the Marks and Licensed Methods in connection with the establishment and operation as an BMIC Partner, at the Territory described in this Agreement. The Partner agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by BMIC from time to time, only in accordance with the terms and conditions of this Agreement.

26.3. The Partner shall:

- i.** serve BMIC faithfully and diligently and not to allow its interests to conflict with its duties under this agreement; **ii.** act in good faith towards BMIC;
- iii.** use its best endeavours to make secure Partner Introductions for the benefit of BMIC and projects BMIC supports;
- iv.** ensure any graphics displaying BMIC's name and/or logo shall be active links back to the BMIC website or such other page as advised by BMIC
- v.** immediately bring to the attention of BMIC by notice in writing any complaints, concerns and feedback from others that BMIC engages with as well as any improper or wrongful use of BMIC's trademarks or other intellectual property rights in connection with the Services which, in each case, come to the notice of Partner and in the performance of its duties under this agreement and will, at the request and cost of the BMIC, take all reasonable steps required by BMIC to defend such rights;
- vi.** comply in all material respects with all applicable laws;
- vii.** save in respect of the Permitted Third-Party Services not, during the term of this agreement, develop, market, distribute, promote or license any Services that competes, directly or indirectly with the Services, without the prior written consent of BMIC; **viii.** not engage in

any conduct which is prejudicial to BMIC's business or the marketing of the Services generally; and

ix. **ix.** comply with all reasonable and lawful instructions of BMIC.

26.4. The Partner shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorized to bind BMIC in any way and shall not do any act which might reasonably create the impression that the Partner is

so authorized. The Partner shall not make or enter any contracts or commitments or incur any liability for or on behalf of BMIC, including for the provision of the Services or the price for them.

26.5. The Partner shall not, without BMIC's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in BMIC's marketing material.

27. Payment

27.1. The Partner shall be entitled to a Commission fee payment based on commission received and calculated from the Gross Retail Sales, discharged by BMIC on monthly basis with VAT (if applicable). The Partner will invoice monthly to BMIC the fee for the previous month which BMIC will advise. BMIC will discharge the invoice equivalent using a payment method agreed with the Partner.

27.2. The Partner is responsible to discharge all his/her own taxes which arise by any payments under this agreement. All sums payable under this agreement shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payor is required by law to deduct withholding tax from sums payable to the payee. If the payor is required by law to deduct withholding tax, then the payor and the payee shall cooperate in all respects and take all reasonable steps necessary to:

- i.** lawfully evaluate making any such deductions; or
- ii.** enable the payee to obtain a tax credit in respect of the amount withheld.

27.3. If any dispute arises as to the amount of Partner payable by BMIC to the Partner, the same shall be referred to BMIC's CEO for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

28. Partner Fee

The Partner agrees to pay BMIC the Partner Fee, which is used to train and support the business and is non-refundable

29. Staking

The number of tokens will be determined by the Territory size. The partner must purchase these tokens on the open market and lodge the tokens on the UNCX platform, where they must be locked for two years. If any part is withdrawn thereafter this agreement shall terminate immediately without notice.

30. Partner Location and Designated Area

The Partner is granted the right to operate as an BMIC Partner at their registered Territory. ("Partner Location").

The rights that are granted to the Partner under this Agreement are for the specific Partner Location and cannot be transferred to any other location without the prior written approval of BMIC. If the Partner has operated an BMIC Partner for not less than 12 months and desires to relocate it to an alternative site, the Partner must set forth its reasons for requesting the relocation in writing to BMIC, along with a proposed new location. BMIC will have 30 days from receipt of the Partner's written request to respond with its decision which will be final.

31. Obligations of BMIC

31.1. BMIC must at all material times act in good faith towards the Partner.

31.2. BMIC shall provide the Partner at all material times with the information the Partner reasonably requires to carry out his duties, including marketing information for and details of the Services, and information about BMIC.

31.3. BMIC shall inform the Partner immediately if BMIC alters, suspends or ceases to perform the Services.

31.4. BMIC shall not be responsible for any costs incurred by the Partner unless such costs have been agreed by BMIC in writing, in advance.

31.5. BMIC shall provide the Partner with a company email address.

32. Data Protection

32.1. Each party agrees that it shall, in relation to Personal Data processed in connection with this agreement:

- i. process the Personal Data in accordance with the Data Protection Legislation and any other applicable data protection legislation;
- ii. process the Personal Data only so far as is necessary for the purpose of performing its obligations under this agreement;

- iii. not disclose or allow access to Personal Data other than by its employees or third parties engaged to perform obligations pursuant to this agreement, and ensure that such employees or third parties are subject to written contractual obligations concerning the Personal Data which are no less onerous than those imposed by this agreement;
- iv. having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (a) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage; and
 - (b) the nature of the Personal Data to be protected;
- v. take reasonable steps to ensure compliance with those measures;
- vi. discharge its obligations under this agreement with all due skill, care and diligence; and
- vii. assist the other party to comply with such obligations as are imposed on that party by the Data Protection Legislation and any other applicable legislation.

32.2. Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of that party's unauthorized processing, unlawful processing, destruction of and/or damage to any Personal Data processed by that party, its employees or agents.

33. Confidentiality

33.1. Each party (the "Receiving Party") agrees that it shall at all times (both during the term of this agreement and after its termination) keep confidential, and shall not without the prior written consent of the other party (the "Disclosing Party") use (other than as permitted in clause 9.2) or disclose to any third party (other than as permitted in clause 9.3), any Confidential Information of the Disclosing Party, unless such information:

- i. was public knowledge or already known to the Receiving Party at the time of disclosure;

- ii. subsequently becomes public knowledge other than by breach of this agreement; iii. subsequently comes lawfully into the possession of the Receiving Party from a third party; or iv. is agreed by the parties not be confidential
or to be disclosable.

33.2. The Receiving Party may use the Disclosing Party's Confidential Information in the performance of its obligations and the exercise of its rights under this agreement and in particular:

- i. BMIC may use all information disclosed to it by the Partner relating to the market for the Services and the Prospective Clients in the development of its business and in marketing to such Potential Clients, both during and after the term of this agreement;
- ii. the Partner may, during the term of this agreement only, use Confidential Information disclosed to it by BMIC for the purposes of identifying Prospective Clients and seeking to make Introductions to such Prospective Clients.

33.3. The Receiving Party may, to the extent necessary to implement the provisions of this agreement (but for no other reason), disclose the Disclosing Party's Confidential Information:

- i. to any Prospective Client;
- ii. where necessary to comply with any law, regulation, order or legitimate request, to any relevant governmental or other authority or regulatory body;
- iii. where the Receiving Party is a body corporate, to any member of the same group of companies; or
- iv. to any employees, officers, or representatives of the Receiving Party or any of the above.

provided that, before any such disclosure the Partner shall make those persons aware of its obligations of confidentiality under this agreement

33.4. The Receiving Party shall procure those members of its group of companies, its own employees, officers and representatives and those of members of its group

of companies are made aware of and comply with the confidentiality obligations set out in this clause 29.

33.5. The Receiving Party shall make any Prospective Clients and any relevant governmental or regulatory body aware of the confidentiality obligations set out in this clause 29 and shall use its best endeavors to obtain a binding written undertaking to comply with such obligations from any Prospective Clients, such undertaking to be directly enforceable by the Disclosing Party.

33.6. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Partner from BMIC shall be returned promptly to BMIC on termination of this agreement, and no copies shall be kept.

34. Limitation of Liability

34.1. Neither party excludes or limits liability to the other party for:

- i.** fraud or fraudulent misrepresentation; **ii.** death or personal injury caused by negligence; or **iii.** any matter for which it would be unlawful for it to exclude liability.

34.2. Subject to clause 28.1 above, BMIC shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- i.** any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- ii.** any loss or corruption (whether direct or indirect) of Personal Data or information (other than as is set out in the Data Protection Legislation);
- iii.** loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- iv.** any loss or liability (whether direct or indirect) under or in relation to any other contract.

34.3. Clause 28.2 shall not prevent claims, which fall within the scope of clause 30, for:

- i.** direct financial loss that are not excluded under any of the categories set out in clause 30.2i to clause 30.2iv; or **ii.** tangible property or physical damage

35. Training

After the Partner registers for the Partner Location, the Partner or, if the Partner is not an individual, the person designated by the Partner to assume primary responsibility for the management of the BMIC Partner ("General Manager") is required to attend and successfully complete the initial training program which is offered by BMIC at one of BMIC's designated training facilities or by digital conference,.

BMIC's initial training program shall be provided by BMIC as is necessary. provided, however, that BMIC reserves the right to waive a portion of BMIC's training program or alter the training schedule if, in BMIC's sole discretion, the Partner or General Manager has sufficient prior experience or training.

From time to time, BMIC may present seminars, conventions, or continuing development programs or conduct meetings for the benefit of the Partner.

36. Development Assistance

In addition to BMIC's initial training, equipment list, design services, Operations Manual, and other pre-opening services described elsewhere in this Agreement, BMIC will provide the Partner prior to opening with an advertising plan and advertising copy for Partner's grand opening.

In addition to the other operational assistance and advice provided by BMIC pursuant to other provisions of this Agreement, at the opening of the Partner's location and for a period thereafter, BMIC shall provide the training services of a representative to assist the Partner and provide further training in connection with the operation of the Partner's location.

37. Operations Manual

BMIC will provide access to manuals, if applicable, technical bulletins, and other written materials (collectively referred to as the "Operations Manual") covering ordering of supplies, manufacturing, processing, and stocking and other operating and in-store marketing techniques.

The Partner agrees to use the Marks and Licensed Methods only as specified in the Operations Manual. BMIC reserves the right to revise the Operations Manual from time to time as it deems necessary to update or change operating and marketing techniques, standards, and specifications for all components of the Licensed Methods.

The Partner shall not operate any other business or profession from or through the Partner location. If the Partner is an entity, the entity shall only operate the BMIC Partner governed by this Agreement and no other business, unless the Partner receives BMIC's prior written approval. Upon request of BMIC, the Partner shall promptly provide to BMIC proof, reasonably acceptable to BMIC, of such ownership.

38. Quality Control

The Partner agrees to maintain and operate his BMIC Partner strictly in compliance with this Agreement and the standards and specifications contained in the Operations Manual, as the same may be modified from time to time by BMIC in accordance with this Agreement. The Partner is prohibited from offering or selling any products or services not authorized by BMIC.

39. Default and Termination

Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, BMIC shall have the right, at its option, to terminate this Agreement and all rights granted the Partner hereunder, without affording the Partner any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice to the Partner, upon the occurrence of any of the following events:

- a. **Abandonment.** If the Partner ceases to operate the BMIC Partner or otherwise abandons the BMIC Partner for a period of 30 consecutive days, or any shorter period that indicates an intent by the Partner to discontinue operation of the BMIC Partner, unless and only to the extent that full operation of the BMIC Partner is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Partner's control and not related to the availability of funds to the Partner;
- b. **Insolvency; Assignments.** If the Partner becomes insolvent or is adjudicated bankrupt; or any action is taken by the Partner, or by others against the Partner under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law), or if the Partner makes an assignment for the benefit of creditors, or a receiver is appointed by the Partner;
- c. **Criminal Conviction.** If the Partner is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of BMIC, to materially and unfavorably affect the Licensed Methods, Marks, goodwill or reputation thereof;
- d. **Failure to Make Payments.** If the Partner fails to pay any amounts due BMIC or affiliates, including any amounts which may be due as a result of any sub-agreement between the Partner and BMIC, within 10 days after receiving notice that such fees or amounts are overdue;
- e. **Misuse of Marks.** If the Partner misuses or fails to follow BMIC's directions and guidelines concerning use of BMIC's Marks and fails to correct the misuse or failure within ten days after notification from BMIC;

- f. Unauthorized Disclosure. If the Partner intentionally or negligently discloses to any unauthorized person, the contents of or any part of BMIC's Operations Manual or any other trade secrets or confidential information of BMIC;
- g. Repeated Non-Compliance. If the Partner has received two previous notices of default from BMIC and is again in default of this Agreement at any time during the term of this Agreement, regardless of whether the previous defaults were cured by the Partner.
- h. Other. Any other covenant that the parties feel is sufficient cause to terminate this Agreement.
- i. an application is made to Court, or an Order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company)
- j. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- k. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- l. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events.
- m. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- n. there is a change of control of the other party (being a company).
- o. Failure to Deliver: a Partner, other than an area Partner fails to onboard 20% of partners required as defined on the platform for their territory each twelve-month period from the commencement date and deliver three key account retailers each 12- month period.
- p. An area partner fails to deliver and onboard four Retailers per month.
- q. An area partner fails to train Retailers to sign up their own customers to the BMIC.
- r. A Partner failed to carry out the KYC process in accordance with clause 23.

40. Consequences of termination

- 40.1. Other than as set out in this clause, neither party shall have any further obligation to the other under this agreement after its termination.
- 40.2. The following clauses shall continue to apply after the termination of this agreement: clause 22,25-26,29, 31-34 and 39-53.
- 40.3. Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the parties existing at termination.

41. Restrictive Covenants

The Partner acknowledges that, in addition to the license of the Marks hereunder, BMIC has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing, advertising, and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the Partners of BMIC using the Marks and Licensed Methods. The Partner, therefore, agrees that other than the BMIC Partner licensed herein, neither the Partner nor any of the Partner's officers, directors, shareholders or partners, nor any member of his or their immediate families, shall during the term of this Agreement have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business."

The Partner shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining BMIC's written consent. The Partner acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to BMIC, and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to BMIC.

42. Insurance

The Partner shall procure and maintain:

- (i) Comprehensive general liability insurance for the Partner Location and its operations:
- (ii) Unemployment and worker's compensation insurance with broad form all-states endorsement coverage sufficient to meet the requirements of the law.

43. Modification.

BMIC and/or the Partner may modify this Agreement only upon execution of a written agreement between the two parties. The Partner acknowledges that BMIC may modify its standards and specifications and operate and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent in which BMIC, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

44. Independent status

The Partner is an independent licensee, and nothing in this agreement shall constitute the creation, the establishment of a partnership as defined under the Partnership Acts or joint venture or employer and employee between the parties.

Nothing in this clause shall limit or exclude any liability for fraud

45. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Partner agrees and understands that BMIC shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. BMIC does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Partner further acknowledges and agrees that no representations have been made to it by BMIC regarding projected sales volumes, market potential, revenues, profits of the Partner's BMIC Partner, or operational assistance other than as stated in this Agreement or in any disclosure document provided by BMIC or its representatives. Nothing in this agreement shall exclude liability for fraud. Partner is subject to general terms and conditions of BMIC.

46. Legal Fees.

In the event of any dispute between the parties to this Agreement, including any dispute involving an officer, director, employee, or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration or other proceedings as a result of such dispute. A Partner must take their own legal advice with regard to the contents of this agreement.

47. Injunctive Relief.

Nothing herein shall prevent BMIC or the Partner from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies.

48. Assignment

This agreement may be transferred and assigned by BMIC but is personal to the Partner who shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of BMIC.

49. No waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

50. No Right to Set Off

The Partner shall not be allowed to set off amounts owed to BMIC for Royalties, fees, or other amounts due hereunder, against any monies owed to Partner, nor shall the Partner, in any event, withhold such amounts due to any alleged nonperformance by BMIC hereunder, which right of set-off is hereby expressly waived by the Partner.

51. Invalidity.

If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

52. Notice

Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

i. For the Company:

Party: AI TOKENOMICS LIMITED

Contact: Chief Legal Officer

ii. For the Partner: According to Registered address.

53. Governing law, Jurisdiction and Contract Formation

- 53.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland, or such other jurisdiction chosen at the discretion of the Company.
- 53.2. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.
- 53.3. This agreement shall be binding on both parties at the time of commencement.
- 53.4. Any controversy or claim arising out of or in connection with a Partner Agreement shall be settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the Chairman for the time being of the Chartered Institute of Arbitrators or the Law Society of Ireland.

57. Marketing and Promotion

- 57.1. Retailers consent to the use of their names, logos, and other identifying marks for promotional purposes related to BMIC, both online and offline, unless otherwise agreed upon.

58. Payment methods

- 58.1. Payments are processed by Stripe or other payment processing methods provided by BMIC in accordance with their terms and conditions.

62. Governing Law and Jurisdiction

- 62.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland, or such other jurisdiction chosen at the discretion of the Company.

62.2. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

63. Terms and Conditions of promotional campaigns, contests, and giveaways

- 63.1. By entering or participating in the campaign, each participant agrees to Terms and Conditions and the decisions of BMIC, which are final and binding in all respects.
- 63.2. By entering the campaign, the contestant agrees to comply with and abide by these Terms and Conditions and the decisions of the BMIC and represents and warrants that contestant meets the eligibility requirements. In addition, contestant agrees to accept BMIC decisions as final and binding as it relates to the content of this campaign. Participants should contact solely BMIC with any questions, comments or issues related to the campaign.
- 63.3. Only BMIC users that passed through required KYC (Know Your Customer) measures are eligible to join this campaign.
- 63.4. Participant may be disqualified at the sole discretion of the BMIC. Participant must provide the information requested. Participant may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If participant use fraudulent methods or otherwise attempt to circumvent the rules of the BMIC, participant submission may be disqualified at the sole discretion of the BMIC.
- 63.5. Employees, independent contractors, interns, officers, directors, and agents of BMIC and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the campaign.
- 63.6. This campaign is in no way associated with Twitter, Facebook, Instagram, or any social media platform.
- 63.7. An eligible participant is someone that has completed all the requirements listed in the social media posts.
- 63.8. Winners will be selected based on different factors, including, but not limited to the creativity and uniqueness of the participants' entries, authenticity, and others.
- 63.9. The actual value of prizes may differ at time of prize award. The specifics of the prize shall be solely determined by BMIC. No cash or other prize substitution shall be permitted except for at the BMIC discretion. The prize is non-transferable. Substitution of the prize or transfer/assignment of the prize to others or request for the cash equivalent of the prize by the Winner is not permitted. All prize related expenses, including without limitation all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for BMIC to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 63.10. By entering this campaign participant understands and agrees that BMIC and anyone acting on behalf of BMIC or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the campaign, and biographical

information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the BMIC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless BMIC from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which BMIC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

- 63.11. BMIC reserves the right to disqualify any participants immediately for any improper behaviour.
- 63.12. BMIC reserves the right to cancel or amend these Terms and Conditions at sole discretion.
- 63.13. BMIC reserves the right to retweet, repost, or use the image/video entries once the entry is shared for the purpose of this campaign.
- 63.14. Acceptance of Rules: By participating in the campaign, participant has affirmatively reviewed, accepted, and agreed to all the Terms and Conditions.