

On 4 March 2024



TERMS AND CONDITIONS

**Initial Coin Offering
Public Sale**



LEGAL NOTICE

WIGL is an online service developed by **Blockchain Process Security SAS**, a simplified joint stock company registered with the Grenoble Trade and Companies Register under 835 275 090.

The Company is registered with the French financial authority (Autorité des Marchés Financiers or AMF) as a Digital Asset Servicing Provider ("**DASP**") under the number E2021-022 for activities involving the custody of digital assets, the purchase/sale of digital assets for legal tender, and the exchange of digital assets against other digital assets.

The Company is registered with the French banking authority (Autorité de Contrôle Prudentiel et de Résolution or ACPR) as a Payment service provider agent (Regafi number 378130) of the Electronic money institution Treezor SAS (Regafi number 63512 and Bank code 16798). Mrs Chloé Desenfans is the publication director.

Contact: contact@wigl.fr

The website is mainly hosted by OVH, a simplified joint stock company with a single shareholder registered with the Lille Trade and Companies Register under number 424 761 419. Its registered office is located at 2 rue Kellermann, 59100 Roubaix, France.

The Company's VAT number is FR32835275090.



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1. Definitions

1.1. **Capitalized** terms used herein shall have the respective meanings specified below in Clause 1 or elsewhere in these T&Cs:

"**AML/KYC Procedure**" refers to any Know Your Customer procedure implemented by the Company.

"**AML/KYC Provider**" refers to the third party responsible for supporting the AML/KYC Procedures implemented by the Company.

"**Applicable Law**" means all applicable laws, statutes, statutory guidance, rules and regulations, and any rules or regulations or directions of any Governmental Authority.

"**Business Days**" is considered Monday through Friday from 9 a.m. to 5 p.m.

"**Company**" refers to Blockchain Process Security SAS, a simplified joint stock company registered with the Grenoble Trade and Companies Register (835 275 090).

"**Deadline**" refers to the date on which Tokens have been designed, developed and deployed, at the latest on September 30, 2024.

"**Force Majeure Event**" has the meaning ascribed to it in Clause 16.1.

"**Governmental Authority**" means any nation or national (federal) government, any state or other political subdivision thereof, any entity or person exercising legislative, judicial, or administrative functions, including, without limitation, any authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction.

"**Notified Address**" refers to Blockchain Process Security SAS's registered office at 29, boulevard de l'Europe 38170 Seyssinet-Pariset (France).

"**Parties**" refers to the Purchasers and the Company.

The "**Project**" refers to the development of the company's platform wigl.fr, which offers instant payment in euros or cryptocurrencies.

"**Purchaser**" refers to any natural person or legal person at least 18 years old, participating in the Token Sale under the conditions set out in these T&Cs, having the full legal capacity, and not acting for purposes relating to his/her trade, business or profession.

"**Purchase Price**" or "**Price**" refers to the price specified set out in Clause 5, to be paid by the Purchaser to the Company in consideration for the Purchased Tokens.

"**Purchased Tokens**" refers to the Tokens purchased under the conditions set out in Clause 5.

"**Right of Refund**" has the meaning ascribed to it in Clause 10.

"**Terms and Conditions**" or "**T&Cs**" refers to the present contract binding Purchasers of Tokens in the context of the public Token Sale organized by the Company.



"**Token Sale Platform**" refers to the platform under a subdomain on the website wigl.fr where the Token Sale is available.

"**Token**" refers to \$Wigl tokens.

"**Token Generation Event**" or "**TGE**" refers to the date when the Tokens are designed, developed, deployed and generated under the procedure set out hereafter.

"**Token Sale**" refers to the Public Sale of Tokens to Purchasers.

In these T&Cs, unless the context otherwise requires: (i) the table of contents and headings are inserted for convenience only and do not affect the construction or interpretation of these T&Cs; (ii) references to Sections are references to Sections of these T&Cs; (iii) references to these T&Cs or any other document or to any specific provision of these T&Cs or any other document are references to these T&Cs, such document or the provisions thereof as amended from time to time in accordance with the terms of these T&Cs or such document; (iv) where any provision of these T&Cs expressly refers to the liability of a Party, such liability shall be construed to mean liability arising out of or in connection with these T&Cs; and (v) words and phrases such as "include", "including", "other" and "in particular" shall not be given a restrictive meaning, nor limit the generality of the foregoing words, nor be construed as being limited to the same category as the foregoing words, where a broader interpretation is possible.

2. Purpose and scope

The Company is developing a fintech platform under Wigl, offering instant payment in euros or cryptocurrencies (the "**Project**"). [Schedule 1](#) sets out the Project's characteristics in more detail.

To fund the development of the Project, the Company has already carried out a private sale. It now intends to carry out three public sales of the tokens referred to as \$Wigl, issued as part of the Project. To date, the services associated with Tokens, as envisaged by the Company, are set out in [Schedule 2](#).

The purpose of the Terms and Conditions is to define the conditions under which the Purchasers may take part in the public sale of \$WIGL and define the Purchasers' and the Company's commitments in this context.

These T&Cs only govern the purchase of Tokens during the Token Sale, from their acceptance to the delivery of the Tokens.

These T&Cs do not govern sales on the Secondary Market, which may occur between Purchasers, or any third party.

3. Acceptance and amendment

- 3.1. **Acceptance.** Purchasers agree to read and fully and unconditionally accept these Terms and Conditions, by ticking the relevant box on the Platform when creating an account.



These T&Cs are accessible at any time on the Platform and will prevail over any other version or any other contradictory document. Purchasers should read these T&Cs carefully before accepting them.

Each Purchaser acknowledges that he/she has, in his/her country, the capacity to contract with the Company, and declares that he/she has read and accepted without restriction or reservation the T&Cs as soon as he/she purchases \$Wigl tokens.

- 3.2. **Amendment of the Terms and Conditions.** The Company may modify the Terms and Conditions occasionally. Purchasers will be informed of changes fifteen (15) days before the new version comes into force.

4. Know Your Customer and Anti Money Laundering Procedure

The Company has appointed an AML/KYC Procedure Provider to implement the "know your customer" and anti-money laundering procedure (the "AML/KYC Procedure") in the context of the Token Sale to prevent, among other things, money laundering and terrorist financing and ensure that the Purchaser is not a Restricted Person.

The Purchaser shall strictly follow any and all requirements and procedures set forth by the AML/KYC Procedure Provider regarding the AML/KYC Procedure and shall not be entitled to purchase any of the Tokens without successfully completing the AML/KYC Procedure.

The AML/KYC Procedure Provider may request from the Purchaser additional information and/or documents to evidence Purchaser's identity and/or source of funds or to ensure the accuracy of the details supplied. If the Purchaser refuses to provide such additional information or documents, the Company may refuse, upon request of the AML/KYC Procedure Provider, the Purchaser's contribution and refuse to complete the sale of the Tokens, and shall not be held liable for such refusal.

5. Purchased Tokens

- 5.1. Subject to the terms and conditions of these T&Cs, the Purchaser undertakes to purchase from the Company, and the Company undertakes to sell to the Purchaser, a number of Tokens in consideration for the Purchase Price, in the amount specified below (the "**Purchased Tokens**").

The price associated with each \$WIGL token is determined based on each sales phase. It does not include the blockchain fees to be paid by the Purchaser, for the amount mentioned by the Company directly on the Platform.

The Purchase Price associated with a \$WIGL during the public sale is:

- 0,07 euros between March 4th and March 31st;
- 0,08 euros between April 1st and April 21nd;
- 0,09 euros between April 22nd and May 15th.



It is specified that the minimum purchase amount of \$WIGL for the public phase is one hundred euros (€100.00) and the maximum price is twenty-five thousand euros (25,000.00 €).

In order to participate in the ICO, the following assets are accepted:

- Euro;
- Bitcoin (BTC);
- Ether (ETH);
- USDT (ERC20);
- USDC (ERC20).

5.2. Subject to the AML/KYC Procedure being satisfied, the Purchaser shall pay the Purchase Price within three (3) Business Days from (i) the date of acceptance of these T&Cs if the Purchaser has satisfied the AML/KYC Procedure on or before the date hereof, or (ii) the date on which the Company notifies the Purchaser that it has satisfied the AML/KYC Procedure.

5.3. The Purchaser shall pay the Purchase Price:

- i) in the event of payment in EUR, by electronic funds transfer for value to the Company's bank account: **FR76 3000 3022 8800 0200 6610 934**, SOGEFRPP (BIC), Beneficiary : B.P.S - BLOCKCHAIN PROCESS SECURITY;
- ii) in the event of payment in BTC, to the following BTC public key: **bc1qm6h65ldsxt043gveyqqq7kxh9xz2k0znkh666** (or such other BTC public key specified in writing by the Company before the payment date referred to above); or
- iii) in the event of payment in ETH, to the following ETH public key: **0x776B5c0Ad03d1471D6a74E5526773ABd1A328Dbc** (or such other ETH public key specified in writing by the Company before the payment date referred to above); or
- iv) in the event of payment in USDT (Ethereum), to the following USDT public key: **0x776B5c0Ad03d1471D6a74E5526773ABd1A328Dbc** (or such other USDT public key specified in writing by the Company before the payment date referred to above); or
- v) in the event of payment in USDC (Ethereum), to the following USDC public key: **0x776B5c0Ad03d1471D6a74E5526773ABd1A328Dbc** (or such other USDC public key specified in writing by the Company before the payment date referred to above).

5.4. The Purchase Price shall be paid by the Purchaser without any deduction or withholding for or on account of taxes. If there is any such deduction or withholding required by law, the Purchase Price shall be increased so that the Company receives the same amount as would have been received in the absence of such deduction or withholding.



6. Vesting

- 6.1. In consideration for the Purchase Price, the Company hereby undertakes to allocate the Purchased Tokens as from the TGE in accordance with the procedure set out hereunder and subject to the fulfillment of the following cumulative conditions precedent:
- i) the Purchaser has completed and satisfied the AML/KYC Procedure;
 - ii) the Purchaser has paid, and the Company has unconditionally received, the Purchase Price;
 - iii) the Tokens have been designed, developed and deployed (i) at the latest on 30 September 2024 (the "**Deadline**"), provided that the Company shall have the right to extend the Deadline by ninety (90) calendar days, in its sole discretion or (ii) after the Deadline, provided no refund notice has been notified by the Purchaser to the Company within the time period specified in Clause 10.
- 6.2. Subject to the conditions precedent above being satisfied, the Company shall allocate to the Purchaser the Purchased Tokens, in accordance with a smart-contract entered into between the Company and the Purchaser, as follows:
- i) for Public Sale 1, the Purchaser shall receive, each month thereafter, for a period of nine (9) month, 11,1% of the Purchased Tokens;
 - ii) for Public Sale 2, the Purchaser shall receive, each month thereafter, for a period of six (6) month, 16,6 % of the Purchased Tokens;
 - iii) for Public Sale 3, the Purchaser shall receive, each month thereafter, for a period of three (3) months, 33,3% of the Purchased Tokens.
- 6.3. The Company shall have the possibility, but not the obligation, to accelerate at its sole discretion the allocation and vesting of the Purchased Tokens to the Purchaser.

7. Company's undertakings

The Company undertakes to the Purchaser that it shall use its best endeavours to:

- i) develop, create and issue the Tokens on or before the Deadline;
- ii) develop the Project; and
- iii) procure that commonly accepted practices known in the blockchain industry for the development of tokens, smart contracts, decentralised consensus networks and blockchain technologies are followed to the extent practicable with respect to the issuance of Tokens.

The Company undertakes that the Purchase Price will be reinvested to fund development of the Project.

The Company shall not proceed with the distribution of dividends in any form whatsoever prior to the issuance of the Tokens.



8. Purchaser Acknowledgements

8.1. **Risk warning.** The Purchaser acknowledges and agrees that there are significant risks associated with entry into, performance of and the subject matter of these T&Cs, including, but not limited, to the following risks:

- i) **Risks associated with the development and deployment of the Project.** The development and deployment of the Project involve, in particular but not exclusively, the following risks:
 - (a) the Project may not be successfully developed or may not function as intended;
 - (b) the Project may not be deployed as intended and may be developed in such a way that the features of the Project are different from those set out in these T&Cs;
 - (c) the Project may fail to attract sufficient interest from key stakeholders;
 - (d) the industry in which the Company operates is highly competitive and the ability of the Company to remain successful will depend on its capacity to offer quality, value and efficiency comparable to that of similar businesses;
- ii) **Risks associated with the Token Sale.** The Token Sale involve, in particular but not exclusively, the following risks:
 - (a) the Purchaser will not benefit from any specific regulatory protections;
 - (b) the Token Sale or any part of it may not be completed or may not be completed as currently envisaged by the Company;
- iii) **Risks associated with the Tokens.** The Tokens involve, in particular but not exclusively, the following risks:
 - (a) the Tokens will not come into existence and no Tokens will be allocated to the Purchaser in the event that the Project is not developed or deployed;
 - (b) the Tokens may have no economic value, may not be listed, and the economic value (if any) of Tokens over time may experience extreme volatility or depreciate resulting in full and total loss that will be borne exclusively by the Purchaser with respect to the Purchase Price;
 - (c) The services to which the Token entitles may evolve, or even, in the event of failure of the Project's development, not exist at all;
 - (d) the legal and/or regulatory status of the Tokens, the nature of the relationship (if any) between the holders of Tokens and the liabilities and obligations of holders of Tokens under Applicable Law is uncertain;
 - (e) the legal and/or and regulatory treatment by Governmental Authorities of cryptographic tokens may change following the date of these T&Cs, which may have a material impact on the legal and/or regulatory status of the Tokens, the Token sale, the price of Tokens and their market liquidity, the development, functioning of the Project;



- iv) **Risks associated with blockchains and distributed ledger technologies.** Blockchains and distributed ledger technologies involve, in particular but not exclusively, the following risks:
- (a) the loss or destruction of a private key or credentials used by the Purchaser to access its Tokens held within its wallet may be irrecoverable;
 - (b) The Company may not be able to ensure that material made available to Purchaser by the Company (or its Affiliates) or any third party in relation to the Token sale or the Project will be free from viruses or any other code that has contaminating properties or is otherwise destructive in its effect;
 - (c) the blockchain on which the Token sale is carried out and the cryptographic wallet in which funds raised through the Token sale are stored may be subject to successful mining attacks from hackers or other criminal groups or organisations or countries, including but not limited to majority mining power attacks, denial of service attacks, sybil attacks, spoofing, smurfing malware attacks, consensus based attacks, or phishing, or other new methods that may or may not be known;
 - (d) advances in code cracking, or technical advances such as the development of quantum computers, could present risks to the Project, which could result in the theft or loss of Tokens;
- v) **Risk associated with regulatory aspects.** Regulatory framework involve, in particular but not exclusively, the following risks:
- (a) if the Company is supervised by the French Financial Markets Authority (*Autorité des marchés financiers*) for the provision of services on digital assets within the meaning of Article L. 54-10-2 of the French Monetary and Financial Code (Code monétaire et financier) as part of its registration no. E2021-022 as a digital asset service provider, the Tokens sale is not subject to supervision or regulation by the French financial market authority (*Autorité des marchés financiers*) or any other Governmental Authority in France or in any other jurisdiction;
 - (b) the Company may not have the necessary regulatory approvals to develop all or part of the services envisaged as part of the Project;
 - (c) this Token sale is not subject to the obligation to draw up a prospectus approved by the French financial market authority (*Autorité des Marchés Financiers*) pursuant to Articles L. 552-1 and seq. of the French Monetary and Financial Code;
 - (d) the Project and Tokens could be impacted by adverse regulatory interventions, including the promulgation of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital/cryptographic tokens, which may prevent or limit the development of the Project;
- vi) **Financial risks.** The purchase of Tokens involve, in particular but not exclusively, the following financial risks:



- (a) the capital invested in the Purchased Tokens is not guaranteed in any way; investing in Tokens entails a significant capital risk, which the Purchaser acknowledges and accepts;
- (b) losses are generally uninsured, which presents the risk that no public or private insurance agent will provide buyers of tokens with cover against the loss of Tokens or loss of value.

8.2. No Warranties. The Purchaser acknowledges and agrees that, except as expressly set out in these T&Cs and without prejudice to Clause 7, the Company gives the Purchaser no representation, warranty or other assurance, and shall not have any liability (which is excluded to the fullest extent permitted by law) to the Purchaser, in relation to the matters set out in Clause 8.1.

In particular, but not exclusively, the Company gives the Purchaser no representation, warranty or other assurance, express or implied, as to:

- i) without prejudice to Clause 7, the Company's ability to develop, or procure the development or deployment of the Project, the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent;
- ii) the liabilities and obligations that holders of Tokens may incur as a result of holding Tokens;
- iii) the fitness, merchantability, usage, success or suitability of Tokens or of the Project for a particular purpose;
- iv) whether Tokens are or are not securities or other regulated investments in any other jurisdiction than in France.

8.3. No ownership interests, creditor status or governance rights in respect of the Company. The Purchaser acknowledges that the regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. However, on the basis of French law and French regulatory authorities' statements as at the date thereof, the Purchasers acknowledge that:

- i) a Token does not represent an investment or a financial instrument within the meaning of Article L. 211-1 (II) of the French Monetary and Financial Code and the EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments and thus a Token shall not constitute, and the entry into these T&Cs shall not confer on the Purchaser: (a) the right to receive, shareholder or equity interests in the Company or in any other person or to participate in the capital of the Company or any other person; (b) creditor status, lender status, status as a holder of a repayment obligation, or any equivalent status with respect to the Company or any other person; (c) any entitlement to profits, income or sums paid out of profits or income, voting rights or other governance rights in respect of the Company, its Affiliates, or any other person (including any person who provides software development services to the Company or its Affiliates).
- ii) a Token (i) is not an electronic currency within the meaning of Article L. 315-1 of the French Monetary and Financial Code and the EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to and pursuit of



the business of electronic currency institutions and (ii) is not accepted (and have no use) outside the Project and does not have a fixed exchange value equal to the amount delivered at the time of its issue;

- iii) a Token is not a payment service within the meaning of Article L. 314-1 of the French Monetary and Financial Code and the EU Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 relating to payment services in the internal market, nor within the meaning of EU Directive N° 2015/2366 of the European Parliament and of the Council of 25 November 2015 relating to payment service 2 (DSP 2); the Token sale does not involve the purchase/sale of cryptocurrencies and the Company's business does not consist in receiving currencies against the delivery of cryptocurrencies;
- iv) the execution of these T&Cs does not constitute an investment in a collective investment fund (*organisme de placement collectif en valeurs mobilières*), nor in an alternative investment fund (*fonds d'investissement alternatif*) or in any other collective investment fund within the meaning of Article L. 214-1 and seq. of the French Monetary and Financial Code;
- v) the Company is not a crowdfunding investments adviser (*conseiller en investissements participatifs*) nor an intermediary in crowdfunding investments (*intermédiaire en investissements participatifs*) within the meaning of Articles D. 547-1 and D. 548-1 of the French Monetary and Financial Code; and
- vi) the Company is not an intermediary in miscellaneous assets (*intermédiaire en biens divers*) within the meaning of Article L. 550-1 of the French Monetary and Financial Code.

8.4. No securities registrations. The Purchaser agrees and acknowledges that the Tokens are not considered financial instrument within the meaning of article L. 211-1 (II) of the French Monetary and Financial Code, the Tokens have not been and will not be offered in any circumstances that will require the Company to publish a prospectus pursuant to Article L. 412-1 of the French Monetary and Financial Code or Directive 2003/71/EC (as amended).

8.5. Sole Responsibility for Taxes. The Purchaser shall bear sole responsibility for any taxes as a result of the matters and transactions subject of these T&Cs, and any future use, sale or other disposition of Tokens held by the Purchaser and to the extent that the Company is liable for any taxes for which the Purchaser is responsible, it shall indemnify the Company in respect thereof.

8.6. Restricted Persons. The Company shall not be obliged to allocate any Tokens to the Purchaser in the event that the Representations and Warranties at [Clause 12 vi](#)) are not true and accurate as (i) at the date of acceptance of these T&Cs and (ii) at the date of the TGE. If the Purchaser becomes a Restricted Person during the vesting period provided for in [Clause 6](#), the Company may, if it only has the technical capacity to do so, suspend payment of the Tokens to the Purchaser and may not be held liable in this respect.

8.7. Refund and Cancellation Policy. Without prejudice to [Clause 10](#), the Purchaser shall not be entitled to any refund of some or all of the Purchase Price under any circumstances whatsoever.



9. Right of withdrawal

Without prejudice to [Clause 10](#), the Purchaser has no withdrawal right insofar as the value of the Tokens depends on market fluctuations beyond the Company's control within the meaning of Article L.221-28 of the French Consumer Code.

The Purchaser expressly acknowledges the loss of his right of withdrawal upon acquisition of a \$WIGL token.

10. Refund

10.1. In the event that the TGE has not occurred before the Deadline, the Purchaser shall be entitled to request a refund of all or part of the Purchase Price (the "**Right of Refund**").

10.2. The Purchaser may exercise its Right of Refund by sending a refund request with a copy of these T&Cs within thirty (30) calendar days following the Deadline, (i) in writing; (ii) in the English or French language; and (iii) sent by the Permitted Method to the Notified Address.

The "**Permitted Method**" means any of the methods set out below:

- i) by Registered letter with acknowledgement of receipt, in which case the notice is deemed to have been received on the date of the acknowledgement of receipt; or
- ii) by email with acknowledgement of receipt, in which case the notice is deemed to have been received on the date on which the said email with a request for acknowledgement of receipt is sent (whether or not the email is opened by the receiving Party).

10.3. The Company shall refund all or part of the Purchase Price, as requested by the Purchaser in its refund notice, within forty-five (45) Business Days of such notice, it being specified (i) that the Purchaser shall bear all reasonable transfer costs associated with the exercise of this Right of Refund and (ii) that the refund shall be made for the value of the purchase in EUR only, irrespective of the means of payment used by the Purchaser and, therefore, where applicable, irrespective of changes in the price of the cryptocurrencies used as payment for the Tokens Purchased.

11. Company Representation and Warranties

Subject to [Clause 8.2](#), the Company represents and warrants to the Purchaser that each of the following Company Representations and Warranties is true and accurate as at the date of these T&Cs:

- i) The Company is duly organized and validly existing under the laws of France and has all requisite power and authority to carry on its business as now conducted;
- ii) The Company has the right, power and authority to execute and deliver these T&Cs and to exercise its rights and perform its obligations under these T&Cs.
- iii) These T&Cs constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms.



- iv) The execution, delivery and performance of these T&Cs by the Company (a) will not result in any violation of, be in conflict with in any material respect, or constitute a material default under any provision of the Company's articles of association, any provision of any judgment, decree or order, by which it is bound, or to which the Company any of its material assets are subject, or any material contract, obligation, or commitment to which the Company is a party or by which it is bound; and (b) will not result in the creation of any material lien, charge or encumbrance upon any material assets of the Company.

12. Purchasers Representation and Warranties

- 12.1. **Limitation of use.** Prior to any contribution, the Purchaser agrees not to attempt to divert the Tokens function for speculative purposes.

The Purchaser acquires the Tokens primarily to support the development, testing, deployment and operation of the Project, being aware of all the risks associated as set forth in these T&Cs.

The Purchaser also agrees not to use the Tokens and any content or service provided to the Purchaser by the Company (or any of its Affiliate) that does not comply with the objectives and methods set out in these T&Cs. The Purchaser shall not obtain or use the Tokens for any illegal purposes wherever in the world, in particular for money laundering and/or terrorism.

- 12.2. **Representations and Warranties.** The Purchaser represents and warrants to the Company that each of the following Purchaser Representations and Warranties is true and accurate as at the date of these T&Cs:

- i) The Purchaser is either an individual with full legal capacity in law and in fact, or is a legal person validly existing and with all requisite power and authority to carry on its business as now conducted;
- ii) The Purchaser has the right, power and authority to execute and deliver these T&Cs and to exercise its rights and perform its obligations under these T&Cs.
- iii) These T&Cs constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with its terms.
- iv) The execution and delivery of, and performance under, these T&Cs require no approval or other action from any governmental authority or person other than the Purchaser.
- v) The execution, delivery and performance of these T&Cs by the Purchaser (a) will not result in any violation of, be in conflict with in any material respect, or constitute a material default under any provision of the Purchaser's governing documents, if applicable, any provision of any judgment, decree or order, by which it is bound, or to which the Purchaser any of its material assets are subject, or any material contract, obligation, or commitment to which the Purchaser is a party or by which it is bound and (b) will not result in the creation of any material lien, charge or encumbrance upon any material assets of the Purchaser.
- vi) The Purchaser represents and warrants to Company that he is not:



- (a) a U.S. person within the meaning of "Regulation S" of the Securities Act 1933 under U.S. law or Singapore or Chinese citizen or a natural person or legal entity acting as trustee, agent, representative or nominee for a person, who is a citizen of or resident or domiciled in the United States of America, Singapore or People's Republic of China;
- (b) a person, having its habitual residence, location or seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after these T&Cs becomes effective;
- (c) a person listed on any of the following lists (each a Sanctions List): the Consolidated United Nations Security Council Sanctions List; the Specially Designated Nationals and Blocked Persons List or the Sectoral Sanctions Identification List maintained by the US Office of Foreign Assets Control (OFAC); on the European Commission's consolidated list of Restrictive measures in force, or (iii) on the French Direction du Trésor summary table of restrictive measures by country; or any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority (as defined below);
- (d) a person owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List; or
- (e) any person otherwise the target of any sanctions laws, regulations, embargoes or restrictive measures (Sanctions), as amended from time to time, administered, enacted or enforced by: the United Nations, the United States, the European Union or any Member State thereof, or the respective governmental institutions and agencies of any of the foregoing responsible for administering, enacting or enforcing Sanctions, including without limitation, OFAC, European Commission and French Government (Sanctions Authority);
- (f) and more generally, any person whose participation would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions.

(Each a "**Restricted Person**").

- vii) The Purchaser has read and understood the risks associated with the execution of these T&Cs set out in Clause 8.
- viii) The Purchaser is not acquiring Tokens on behalf of any person other than itself save as otherwise disclosed in writing to the Company.
- ix) The Purchaser is acting within the scope of its professional activities and has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of the transaction, including but not limited, to the matters set forth in these T&Cs, and has sufficient financial resources to suffer a complete loss of the Purchase Price and/or value of the Tokens.



- x) Purchaser expressly acknowledges, understands and agrees that the Purchaser is purchasing Tokens at the Purchaser's sole risk and that the Tokens, if developed, will be provided, used and acquired on an "AS-IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Purchaser shall rely on its own examination and investigation thereof. Guarantees provided by Articles 1626 and seq. and 1641 and seq. of the French Civil Code shall be therefore excluded.
- xi) The funds that the Purchaser uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

12.3. Purchaser's liability. Purchasers guarantee the Company against any complaints, claims, actions and/or demands that the Company may suffer as a result of the Purchaser's breach of any of his/her obligations under these T&Cs. The Purchaser undertakes to indemnify the Company for any damage suffered as a result of such a breach.

13. Limitations and Exclusions on Liability

Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, therefore some or all of the below exclusions may not apply to all Purchasers.

13.1. Failure to develop the Project. The Company shall have no liability under or in connection with these T&Cs (including claims in relation to the Representations and Warranties) in relation to any failure or delay to develop or create, or procure the development or creation of the Project or any failure (on the part of any person) to deploy the Project, provided that the Company has complied with its undertakings under [Article 7](#).

13.2. Financial Limits. The maximum aggregate liability of each party to each other in respect of all claims under these T&Cs (including claims in relation to the Representations and Warranties) shall not exceed the Purchase Price.

13.3. Change in Law. A party shall not be liable in respect of any claim under or in connection with these T&Cs (including claims in relation to the Representations and Warranties) to the extent that the matter giving rise to, or the loss arising from (or any increase in such loss), occurs as a result of or is otherwise attributable to any introduction, enactment, change, amendment or withdrawal of any Applicable Law or guidance of any Governmental Authority occurring after the date of these T&Cs (whether or not that introduction, enactment, change, amendment or withdrawal purports to have retrospective effect in whole or in part), or any change in the interpretation of any of the foregoing by any court of law or tribunal after the date of these T&Cs.

13.4. Consequential loss. Notwithstanding anything to the contrary in these T&Cs, the Company shall not in any circumstances be liable to the Purchaser under or in connection with these T&Cs for: (i) loss of reputation, loss of profit, loss of revenue, business interruption, loss, destruction or corruption of data (including private keys), loss of any contract or other business opportunity or goodwill; (ii) indirect loss or consequential loss; or (iii) any special, punitive or aggravated damages.



14. Intellectual property

The Tokens do not provide, and Company (and its Affiliates) retains all rights, title and interest in all of its intellectual property in relation to the Project and the Tokens, including but not limited inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon.

The Purchaser shall not use any intellectual property of the Company (or of its Affiliates) for any reason without the prior written consent of the Company. Intellectual property of the Company (or of its Affiliates) may only be used, irrespective of the reason, upon receipt of prior consent of the Company in writing.

15. Termination

15.1. **Termination.** These T&Cs cannot be terminated and the transactions contemplated abandoned during the vesting period (Clause 6), unless agreed by the Company and the Purchaser, based on mutual written agreements.

15.2. **Effect of Termination.** Upon termination of these T&Cs, all rights and obligations of the Company and the Purchaser under these T&Cs shall end (except for rights and obligations under Clauses 8.2, 13 and 16, which shall remain in full force and effect and shall survive termination of these T&Cs), provided that nothing in this Clause 15 shall limit any rights or obligations of either party under this these T&Cs which have accrued before termination.

Termination of the T&Cs shall not give rise to any compensation to the Purchaser.

16. Miscellaneous

16.1. **Force Majeure.** For the purposes of these T&Cs, Force Majeure Event has the meaning of Article 1218 of the French Civil Code.

The Company shall promptly notify the Purchaser of the occurrence of a Force Majeure Event affecting it in connection with these T&Cs, including the nature, extent, effect and likely duration of the Force Majeure Event; and continue to perform its obligations under these T&Cs to the extent possible in accordance with Applicable Law during the period of the Force Majeure Event.

Provided that it has complied with Clause 16.1, if the Company is prevented from, hindered or delayed in performing any of its obligations under these T&Cs by a Force Majeure Event, it shall not be in breach of these T&Cs or otherwise liable to the Purchaser for any such failure or delay in performing such obligations.

If a Force Majeure Event prevents the Company from performing its obligations under these T&Cs for more than thirty (30) Business Days, the Company may terminate these T&Cs immediately by notice to the Purchaser.

16.2. **Severability.** Each provision of these T&Cs is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of



these T&Cs but the validity, legality and enforceability of the remaining parts of these T&Cs shall not be affected or impaired, it being the Parties' intention that every provision of these T&Cs shall be and remain valid and enforceable to the fullest extent permitted by law.

- 16.3. Alterations.** No purported alteration of these T&Cs shall be effective unless it is in writing, refers to these T&Cs and is duly executed by each party to this Agreement.
- 16.4. No Hardship.** The Parties accept, notwithstanding the provisions of article 1195 of the French Civil code, to bear all future liabilities and risks (including unforeseeable as of the date hereof) resulting from the terms and conditions of this Agreement.
- 16.5. Assignment.** These T&Cs shall be binding upon and inure to the benefit of the Parties, and their respective heirs or successors. Nothing expressed or referred to in these T&Cs will be construed to give any person other than the Parties any right, remedy or claim under or with respect to these T&Cs or any provision of this Agreement.

These T&Cs shall not be assignable or otherwise transferable without the prior written consent of the other party, and any purported assignment in violation hereof shall be void.

The Company may subcontract the performance of some or all of its obligations under these T&Cs without the consent of the Purchaser.

17. Communication and dispute

- 17.1. Communication.** The Pruchaser undertakes to try to find an amicable solution to the dispute before submitting the case to a court.

Any dispute, claim, request in relation to the Public Sale of \$WIGL and in particular the legal warranty of conformity may be submitted to the Company by sending an email to the following address contact@wigl.fr. The Purchaser must inform the Company immediately and provide its contact details and all information that is necessary to assess the origin and consequences of the matter.

- 17.2. EU Commission's mediation service.** In compliance with Article L.616-2 of the French Consumer Code, Purchasers having the status of consumers are informed that they may use the EU Commission's mediation service which has the purpose of collecting claims from EU consumers and transmit their cases to national mediators.

This service may be accessed through the following link: ec.europa.eu/consumers/odr/.

18. Governing law and jurisdiction

The Terms and Conditions are governed by and interpreted according to French laws, except French conflict-of-law rules, unless, if the Purchaser is a resident of the European Union, consumer rules in his/her country contain more favorable provisions, in which case such provisions apply.

If an amicable solution has not been found, and unless otherwise provided by the law, any conflict or dispute related to the validity, interpretation, performance, and/or termination of the T&Cs must be submitted to the exclusive jurisdiction of the Paris Court of Appeal. Non-professional EU



residents may submit any dispute related to the T&Cs in the jurisdiction where they were living at the moment of the acceptance of the T&Cs or in the jurisdiction where the damage occurred.



Schedule 1: Project features

The Project that the Token sale is intended to fund is currently envisaged by the Company as follows. As specified in these T&Cs, these characteristics are subject to change at the sole discretion of the Company, and may never be achieved if the development of the Project fails.

Project description. The Company intends to develop a fintech that will make it as easy to manage crypto-currencies as it is to manage currencies by offering a range of different services, including:

- i) the possibility of having a French IBAN and different types of payment card,
- ii) the provision of an application that makes it possible to manage financial flows from one's mobile,
- iii) the possibility of acquiring crypto-currencies from one's account and keeping them in that account,
- iv) the possibility of receiving cash back in Tokens on expenditure made with the card,
- v) the offer of innovative savings solutions providing returns on crypto-currencies, and
- vi) a loyalty system designed around the Token.

Development roadmap. To date, the main milestones in the Project's development roadmap have been set for the following dates:

- ❖ 2022 - Q1: Project birth;
- ❖ 2022 - Q2: Registration as a financial agent;
- ❖ 2022 - Q4: Proof of concept development;
- ❖ 2023 - Q4: Private sale;
- ❖ 2024 - Q1: Feel Mining private sale;
- ❖ 2024 - Q2: Public sale;
- ❖ 2024 - Q2: SEPA Network integration;
- ❖ 2024 - Q2: Wigl Project launch;
- ❖ 2024 - Q3: PSAN license
- ❖ 2024 - Q4: Payment in cryptos by credit card feature;
- ❖ 2025 - Q1: CEX Token listing;
- ❖ 2025 - Q1: Non custodial wallet feature;
- ❖ 2025 - Q1: MiCA license and extension in Europe.



Schedule 2: Tokens features

The Token and the distribution method of the Token have, to date, the following characteristics. As specified in these T&Cs, these characteristics are subject to change at the sole discretion of the Company, and may never be achieved if the development of the Project or of the Token fails.

Token utility description. The Token is primarily designed as a loyalty instrument within the Project. It will make it possible to obtain a certain number of services, including the possibility of:

- i) increasing the nature and amount of commercial loyalty benefits;
- ii) benefiting from reduced charges for using the services offered by the Project;
- iii) increasing the amount of returns offered by the savings products offered by the Company.

Token distribution phases. To date, the Company plans to distribute the token via three sales phases, before listing the token on decentralized and centralized exchanges and providing liquidity. The following phases are presented for information purposes only and are subject to change at the Company's sole discretion.

Phases	Public sale #1	Public sale #2	Public sale #3
Supply %	1,25 %	1,25 %	1,67 %
Number of Tokens	7,500,000	7,500,000	10,000,000
Price per Token	0.07 EUR	0.08 EUR	0.09 EUR
Total in EUR	525,000 EUR	600,000 EUR	900,000 EUR
Period	04/03/24 - 31/03/24	01/04/24 - 21/04/24	22/04/24 - 15/05/24

The total number of tokens issued during the public sales is 25 000 000.