



TERMS AND CONDITIONS RELATING TO BHF TOKEN SALE

Version 1.0

11 March 2019

THESE TERMS AND CONDITIONS (“**TERMS**”) APPLY TO EACH PROSPECTIVE PURCHASER OF BLUE HILL FOUNDATION TOKENS (“**BHF TOKENS**”).

BY MAKING A CONTRIBUTION TO BLUE HILL FOUNDATION, FOR THE PURCHASE OF BHF TOKENS DURING THE TOKEN SALE, YOU WILL BE BOUND BY THESE TERMS AND BY ALL OF THE TERMS AND CONDITIONS INCORPORATED HEREIN BY REFERENCE. THESE TERMS, THEREFORE, ARE A BINDING CONTRACT BETWEEN YOU AND BLUE HILL FOUNDATION.

PLEASE READ THESE TERMS CAREFULLY AND NOTE THAT THE SECTION ON DISPUTE RESOLUTION AND ARBITRATION CONTAINS A BINDING ARBITRATION CLAUSE WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE TOKEN SALE.

PROHIBITION ON U.S. CONTRIBUTORS

Due to legal and regulatory uncertainty in the United States of America, citizens and green card holders of, and persons residing in, the United States of America are prohibited from making contributions to Blue Hill Foundation and participating in the Token Sale (as defined in clause 5 of these Terms). Persons from the United States of America that participate in the Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality will be in breach of these Terms and are required to indemnify Blue Hill Foundation in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms.

NOTICE TO RESIDENTS OF CANADA

Canadian citizens and person’s resident in and/or domiciled in Canada are specifically excluded from participating, either directly or indirectly, in this Token Sale.

NOTICE TO RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA

Persons domiciled in, resident in or purchasing from the People’s Republic of China (excluding the Special Administrative Regions of Hong Kong and Macau, and the island of Taiwan) are excluded from participating, either directly or indirectly, in this Token Sale.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

In the United Kingdom this document is being distributed only to, and is directed only at (and any activity to which it relates will be engaged only with (A) persons: (i) who fall within the definition of “investment professionals” in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the “Order”) or who fall within Article 49(2) of the Order, and (ii) are “qualified investors” as defined in section 86 of the Financial Services and Markets Act 2000, as amended; and (B) any other persons to whom it may otherwise be lawfully communicated (together all such persons being referred to as “relevant persons”).

This document must not be acted on or relied on in the United Kingdom, by persons who are not relevant persons. Any activity to which the document relates is available only to, in the United Kingdom, relevant persons.



NOTICE TO RESIDENTS OF THE NETHERLANDS

Dutch citizens and person's resident in and/or domiciled in the Netherlands are specifically excluded from participating, either directly or indirectly, in this Token Sale.

NOTICE TO RESIDENTS OF JAPAN

Persons domiciled in, resident in or purchasing from Japan are excluded from participating, either directly or indirectly, in this Token Sale.

NOTICE TO RESIDENTS OF THE REPUBLIC OF KOREA

Persons domiciled in, resident in or purchasing from the Republic of Korea are excluded from participating, either directly or indirectly, in this Token Sale.

YOU AND THE FOUNDATION HEREBY AGREE AS FOLLOWS:

1. Parties to these Terms

These Terms constitute a binding agreement between:

1.1. BLUE HILL FOUNDATION (STICHTING ADMINISTRATIE KANTOOR REBUS ENTERPRISE) a Dutch Foundation that owns 24% of the Blue Hill Mine concession numbers 14307X & 14308X with its registered address at Weltevreden 4b, 3731 AL, De Bilt, the Netherlands. Herein after referred to as ("**Blue Hill Foundation**", "**Foundation**", "**we**", "**us**" or "**our**" as the context may require) and its successors in interests and assigns.

1.2. The natural or legal person who/which accepts these Terms and agrees to and makes a contribution to the Foundation as set out in these Terms ("**Contributor**", "**you**" or "**your**" as the context may require. In these Terms, you and the Foundation are hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**" as the context may require. If you have any questions relating to these Terms, please contact us at info@bluehillfoundation.com.

2. Blue Hill Foundation Ecosystem

2.1. The Foundation is the creator of its own proprietary Tokens under these Terms known as BHF Tokens.

2.2. The Foundation is developing an ecosystem that includes:

(a) A liquid pool whereby Blue Hill Foundation aims to sell 24% ownership of Blue Hill Mine to Blue Hill Mining Security Token Offering (B.H.Mining-STO). The proceeds obtained from the sale of the Blue Hill Foundation (BHF) tokens during the token sale will be used to finance the development of the B.H.Mining STO, the FINMA license, to continue to develop the Blue Hill Mine, including the transfer costs associated of ownership of 24% of Blue Hill Mine to the B.H.Mining-STO.

(b) The BHF Tokens sale, will be limited to 140 million BHF Tokens.

(c) After the B.H.Mining-STO each BHF token will be exchanged for the fully Swiss regulated Blue Hill Mining (BHM) tokens (1 BHF token for 1 BHM token). For further information on the Blue Hill Mining and BHM Token see www.bluehillmining.com.

(d) The BHF are unregulated tokens that has the rights to the co-ownership of the Blue Hill Mine concession numbers 14307X & 14308X. Each BHF token has rights to 0.00000004% co-ownership of Blue Hill Mine. Once BHF Tokens are exchanged for the fully Swiss regulated BHM tokens, you will be part owner of the Blue Hill Mine through the fully regulated asset backed BHM tokens. (collectively, the "**Blue Hill Foundation Ecosystem**").

2.3. For a more detailed description of the proposed Blue Hill Foundation Ecosystem please refer to:

- (a) our website at www.bluehillfoundation.com (the “**Blue Hill Foundation Website**”); and
- (b) the Blue Hill Foundation Lightpaper a copy of which can be found at: www.bluehillfoundation.com (the “**Blue Hill Foundation Lightpaper**” or “**Lightpaper**”);

(collectively, the “**Blue Hill Foundation Documentation**” or “**Documentation**”).

2.4. Except as otherwise agreed in these Terms, the information contained in the Blue Hill Foundation Documentation are for descriptive purposes only, are not binding and do not form part of these Terms.

3. Scope of Terms

3.1. Save as otherwise set out in these Terms, these Terms (including any terms incorporated herein by reference), govern only your contribution to the Foundation for the purchase of BHF Tokens during the Token Sale (as such terms are defined in clause 5 below).

3.2. Any potential future use of BHF Tokens in connection with the provision or receipt of services on the Blue Hill Foundation Ecosystem will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Blue Hill Foundation Ecosystem (the “**Ecosystem Terms**”). Such Ecosystem Terms will be made available to Blue Hill Foundation Ecosystem users, if and when the Blue Hill Foundation Ecosystem is developed and implemented.

4. Definitions & Interpretation

4.1. **Definitions** Various definitions are set out in these Terms. Some definitions are replicated below and others are contained in the relevant parts of these Terms.

In these Terms, the following expressions shall have the following meanings:

“**Public Sale Period**” means the period of time during which BHF Tokens shall be sold to the public in accordance with these Terms. The period of time during which the Public Sale Period will be open shall be 31st March 2019 to 31st July 2019. The term “**Public Sale Period**” shall include any additional extension period of 90 days.

“**Blue Hill Foundation Website**” means www.bluehillfoundation.com

“**Blue Hill Foundation Terms of Use**” means the terms of use of the Blue Hill Foundation Website which can be viewed at www.bluehillfoundation.com

“**Blue Hill Foundation Lightpaper**” means Blue Hill Foundation Lightpaper for the sale of BHF Tokens which can be found at www.bluehillfoundation.com

“**BHF Tokens**” means the Blue Hill Foundation Ecosystem Token, a security token more particularly described in the Blue Hill Foundation Lightpaper and in these Terms.

“**Blue Hill Foundation Ecosystem**” means the range of products and services to be created and offered by us as more particularly set out in the Blue Hill Foundation Lightpaper and in these Terms.

“**Token Sale**” means the sale of BHF Tokens during the Public Sale Period.

Interpretation

- (a) In these Terms, unless the context otherwise requires, words importing the singular shall be deemed to include the plural and vice versa, words importing the masculine gender shall include the feminine gender also and vice-versa, words importing the neuter gender shall include the masculine and feminine gender also and vice-versa. Unless stated otherwise, references to an “Act” is a reference to a Dutch Act of Parliament (as may be amended from time to time).

(b) References in these Terms to any statute or any statutory provision shall include any statute or statutory provision which now or at any time in the future, amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

(c) The Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedules.

(d) References in these Terms to any instrument or agreement shall include any instrument or agreement which at the date of these Terms varies, amends, extends or replaces the same.

(e) 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 preceding those terms.

(f) A reference to any Party shall include that Party's personal representatives, successors, permitted transferees and permitted assigns and all references to a legal entity shall include their successors in interest, permitted transferees and permitted assigns.

(g) References to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not incorporated or having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).

5. Token Sale & Vesting Period

5.1. The total BHF Tokens in circulation will be limited to 140 million with 100% (140,000,000 BHF Tokens), being made available during the Public Sale Period.

5.2. In the event that 140,000,000 BHF Tokens have not been purchased during the Public Sale Period 100% of the remaining Tokens will be exchanged for BHM Tokens (1 BHF Token for 1 BHM Token), that will be and stay the ownership of Blue Hill Foundation.

5.3. The vesting period of the 140,000,000 BHF Tokens will be 3, 6 and 9 months. Meaning that the BHF tokens will be exchanged for fully licensed and tradable BHM tokens 3, 6 and 9 months after the B.H.Mining-STO period in equal amounts. The date to exchange the BHF tokens for BHM tokens will be displayed on the Blue Hill Foundation website, www.bluehillfoundation.com.

6. BHF Token price

6.1. During the Token Sale, the price per BHF Tokens will start from US\$0.06 payable in Bitcoin (“BTC”) at the applicable BTC price determined by the Foundation at its sole discretion and specified on the Blue Hill Foundation website. The prices of the BHF Tokens may increase in price without prior notice.

7. Custody and use of unsold BHF Tokens

7.1. In the event that not all BHF Tokens available for purchase are sold in the Token Sale, 100% of the unsold BHF Tokens will be exchanged for BHM tokens (1 BHF Token for 1 BHM Token), that will be and stay the ownership of Blue Hill Foundation.

7.2. In the event that not all BHF Tokens available are allocated in the Token Sale, all unallocated BHF Tokens will be stored by us which may allocate these during any further sales of BHF Tokens after the end of the Public Sale Period. All unallocated BHF Tokens will be exchanged for BHM tokens (1 BHF Token for 1 BHM Token), that will be and stay the ownership of Blue Hill Foundation.

8. Right to request information

8.1. Before you are able to make a contribution to the Foundation or at any time after making a contribution, we may (in our sole and absolute discretion):

- (a) request you to provide certain information and documentation for the purposes of satisfying any “know your customer” or similar obligations as determined by the Foundation; and
- (b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of BHF Tokens to you.

8.2. You agree that you will, promptly upon the Foundation’s request, supply such information and documentation as may be reasonably requested by us pursuant to clause 8.1 in order for us to:

- (a) carry out, to our satisfaction, all “customer due diligence” and other similar checks as determined by the Foundation; and
- (b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of BHF Tokens to you as contemplated by these Terms.

8.3. You acknowledge and accept that we:

- (a) may, in our absolute discretion and without providing reasons, refuse or reject any contributions for the purchase of BHF Tokens; and
- (b) are not required to create or issue BHF Tokens to you, unless and until you provide all information and documentation that we may request under this clause 8 and we have determined, in our absolute discretion, that it is permissible to create and issue BHF Tokens to you under applicable law.

9. Method of contribution

9.1. You must contribute to the Foundation during the Token Sale in the manner described in this clause 9.

9.2. Contributors that send contributions:

- (a) in (i) any cryptocurrency other than BTC ; or (ii) a manner that does not otherwise conform with the methods of contribution described in these Terms; or
- (b) to any third-party website, wallet address that offers BHF Tokens in the manner described in this clause 9, risk losing their entire contribution.

9.3. The Foundation will not be responsible or liable for recovering or returning any such contributions to the Contributor, nor will the Foundation be responsible or liable for any losses incurred by the Contributor in this respect.

9.4. Alternative methods of payment may be accepted and, if and when available, will be published on the Blue Hill Foundation website (www.bluehillfoundation.com).

10. Transferability

10.1. BHF Tokens will be automatically exchanged for BHM Tokens post the Blue Hill Mining Security Token Offering (B.H.Mining-STO), subject to any verification measures undertaken by the Foundation and other relevant factors at the Foundation’s discretion.



10.2. BHF Tokens that are purchased by you may be claimed by you only. Blue Hill Foundation will not be responsible to exchange the BHF tokens for BHM tokens when the BHF Tokens are transferred to any blockchain address prior to the exchange for the BHM Tokens.

10.3. BHF Tokens will be exchanged for BHM Tokens, after activation by the Foundation, subject to these Terms.

10.4. The vesting period of the 140,000,000 BHF Tokens will be 3, 6 and 9 months. Meaning that the BHF tokens will be exchanged for fully licensed and tradable BHM tokens 3, 6 and 9 months after the B.H.Mining-STO period in equal amounts. The date to exchange the BHF tokens for BHM tokens will be displayed on the Blue Hill Foundation website, www.bluehillfoundation.com.

10.5. After the exchange of the BHF Tokens to BHM tokens, you may transfer to another wallet or address any BHM Tokens which you lawfully hold. Such transfer will be deemed effective, and a transfer of any BHF Tokens will only be effective, as at the time and date of the relevant transaction being included in a block on the Ethereum blockchain which has received such number of confirmations as the Foundation considers necessary for that transaction to be considered irreversible.

10.6. If you transfer BHF Tokens to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that BHF Tokens is further transferred are each deemed to be bound by these Terms as Contributors for the period of time they hold such BHM Tokens.

10.7. By transferring any BHF Tokens, the exchange to the BHM tokens can no longer be made automatically. Therefore it will be your responsibility to exchange these BHF tokens within a 6 month period, counting from the completion of the B.H.Mining-STO. This exchange period will be displayed on the Blue Hill Foundation website www.bluehillfoundation.com. The Foundation will not be responsible for any delays in transferring BHF tokens to BHM tokens. Any BHF token that is not exchange for BHM token within the time frame will be burned. By transferring the BHF token prior to the BHM token exchange, Blue Hill Foundation will not be held responsible or liable for your loss in case you delay to exchange the BHF token to BHM tokens beyond the given time frame displayed on the Blue Hill Foundation website www.bluehillfoundation.com.

10.8. The owner of the wallet in which any BHF Tokens is held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that BHF Tokens for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Foundation nor any other person will be liable for so treating that person as absolute owner.

10.9. The Foundation agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to affect the transfer of any BHM Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Ethereum blockchain in accordance with clause 10.5 above.

10.10. Notwithstanding any other provision in this clause 10, the Foundation reserves the right to treat as void any transfer of BHF Tokens which the Foundation reasonably believes to be unlawful for any reason.

10.11. Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of BHF Tokens or any such market's liquidity.

11. Refunds, refusals, suspension and termination of contributions

11.1. On conclusion of the Token Sale, the Foundation may, at its discretion, procure that some or all contributions are returned to contributors, subject to clause 11.2.

11.2. You accept any contribution that may, at the Foundation's discretion, be returned will be less such mining fee (being an amount of BTC which is expended in the transfer of BTC as a transaction cost for using the Bitcoin network), transaction fees, costs, charges or other expenses the Foundation has incurred or reasonably expects to incur (whether or not directly attributable to your contribution or such return). For the avoidance of doubt, no interest will accrue on the value of any contribution, including any contribution which is in fact returned. You acknowledge and agree that you are unlikely to receive an amount equivalent to your contribution by way of a refund and that such refunded amount may be significantly lower than the amount contributed by you and it could be nil.

11.3. The Foundation reserves the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavors to procure that the contribution is returned to the Contributor to the Bitcoin wallet, from which the contribution was made (as the case may be), subject to clause 11.2. However, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

11.4. Subject to clauses 11.1, 11.2 and 11.3 and except to the extent required by applicable law, all contributions received by the Foundation under these Terms are final and Contributors will not be entitled to claim any refund or reimbursement of contributions from the Foundation.

11.5. At any time prior to satisfaction of the Completion Conditions, the Foundation may either temporarily suspend or permanently end the Token Sale in whole or part, and with respect to all or certain persons, at any time if:

- (a) any change occurs to the Ethereum network, which in the Foundation's opinion is likely to materially prejudice the success of the Token Sale or the development of the Blue Hill Foundation Ecosystem in any respect;
- (b) any change occurs to any local, national or international regulatory, financial, political or economic conditions, which in the Foundation's opinion is likely to materially prejudice the success of the Token Sale or the Blue Hill Foundation Ecosystem in any respect;
- (c) with or without reasons, the Foundation elects to cease the development of the Blue Hill Foundation Ecosystem;
- (d) the Token Sale or the Foundation is required by any applicable law or regulation to be licensed or approved or fundamentally restructured;
- (e) the Foundation is notified by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction) in any jurisdiction that the Token Sale or the Blue Hill Foundation Ecosystem is under investigation, or prohibited, banned or must cease, or the Foundation is otherwise required by law to end the Token Sale;
- (f) the Token Sale discontinues due to any force majeure event and the Foundation cannot reasonably expect the Token Sale to be resumed within 90 days;
- (g) the Foundation considers there are security reasons for doing so;
- (h) or with or without reasons, the Foundation elects to terminate the Token Sale.

11.6. Any suspension or end of the Token Sale will be deemed to commence from the moment that the Foundation publishes a notice to that effect on the Blue Hill Foundation Ecosystem.

11.7. During any period of suspension or in the event that the Token Sale is ended, Blue Hill Foundation will no longer be able to receive and accept contributions, create BHF Tokens and/or issue BHF Tokens to Contributors. Contributors who send us contributions (after we publish a notice that the Token Sale has been suspended or aborted in accordance with clause 11.6) risk losing their entire contribution and we will not be responsible or liable for recovering or returning any such contributions to the Contributor nor will we be responsible or liable for any losses incurred by such contributors in this respect. Contributors are therefore strongly advised to check the Blue Hill Foundation Website before sending a contribution.

12. Utility of the BHF Token

12.1. Ownership of BHF Tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Blue Hill Foundation Ecosystem as may be made available from time to time, (as further described in the Blue Hill Foundation Ecosystem), if and to the extent the Blue Hill Foundation Ecosystem is developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the Blue Hill Foundation Ecosystem will be subject to any restrictions and limitations set out in these Terms and/or in the Blue Hill Foundation Terms of Use (as applicable).

12.2. You acknowledge and accept that BHF Tokens does not represent or constitute:

(a) any ownership right or stake, share, equity, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, commodity, bond, warrant, certificate debt or hybrid instrument or any other financial instrument or investment entitling the holder to interest, dividends or any kind or return or carrying equivalent rights (including in respect of the Foundation or the Blue Hill Foundation Ecosystem);

(b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Foundation and/or the Blue Hill Foundation Ecosystem;

(c) any form of currency, money, deposit or legal tender, whether fiat or otherwise, in any jurisdiction, nor do they constitute any substitute or representation of currency, money, deposit or legal tender (including electronic money); or

(d) right, title, interest or benefit whatsoever in whole or in part, in the Blue Hill Foundation Ecosystem, the Foundation or any assets related to either of them, except that BHF Tokens may in future be used in connection with transactions on the Blue Hill Foundation Ecosystem if and when it is developed and deployed, subject to these Terms and the terms of use of the Blue Hill Foundation Ecosystem.

12.3. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of clause 12.2 do not apply to any contribution made under these Terms for the acquisition of BHF Tokens or to your storage, sale and/or transfer of BHF Tokens.

12.4. The Foundation makes no warranties or representations and offers no assurances (in each case whether express or implied) that BHF Tokens will confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Blue Hill Foundation Ecosystem.

12.5. You acknowledge and agree that:

(a) as the Blue Hill Foundation Ecosystem has not yet been developed as at the commencement of the Public Sale Period, the intended services, features or attributes of the Blue Hill Foundation Ecosystem may change significantly or fundamentally between the commencement of the Public Sale Period and the time (if any) at which BHF Tokens may be used in connection with the Blue Hill Foundation Ecosystem;

(b) you have no expectation of obtaining any governance rights over the Blue Hill Foundation Ecosystem or of influencing the development of the Blue Hill Foundation Ecosystem except as otherwise agreed in writing by the Foundation;

(c) the number of BHF Tokens required for any particular transaction in respect of the Blue Hill Foundation Ecosystem will be determined by the Foundation; and

(d) there is no guarantee or assurance that development of any aspect of the Blue Hill Foundation Ecosystem will be completed, that the Blue Hill Foundation Ecosystem will ever be released, or of the quality, nature or standard of the services, features and/or attributes (if any) that will be made available through the Blue Hill Foundation Ecosystem.



12.6. We are in the process of undertaking a legal and regulatory analysis of the utility of BHF Tokens. Following the conclusion of this analysis, we may decide to amend the intended utility of BHF Tokens in order to ensure compliance with any legal or regulatory requirements to which we are subject. We will publish a notice on the Blue Hill Foundation Website of any changes that we decide to make to the utility of BHF Tokens and it is your responsibility to regularly check the Blue Hill Foundation Website for any such notices. On the conclusion of this analysis, we will decide whether or not to change the utility of BHF Tokens. You acknowledge and agree that that we may, at our sole discretion, amend the intended utility of BHF Tokens and that you shall have no recourse against us for making any such amendments.

13. Contributor's representations and warranties

13.1. By participating in the Token Sale and sending a contribution to the Foundation, you hereby represent and warrant the matters set out in Schedule 1 of these Terms.

13.2. You undertake and agree to notify the Foundation immediately if any of the representations and warranties set out in Schedule 1 of these Terms becomes untrue, incomplete, invalid or misleading in any respect.

13.3. If you cannot make all of the representations and warranties set out in Schedule 1 of these Terms, you must not seek to purchase or hold BHF Tokens or make a contribution. Any BHF Tokens distributed to you or held by you in violation of this clause 13 are deemed void and will not be recognized by nor binding on the Foundation.

13.4. The Foundation reserves the rights to deny and invalidate contributions made by, and/or withhold the distribution of BHF Tokens from, any Contributor who has made a false, incomplete or misleading representation, in the opinion of the Foundation or which may, in the Foundation's view, otherwise breach applicable law.

14. Risks

You acknowledge and agree that sending a contribution to the Foundation, the creation and issue of BHF Tokens and the development and deployment of the Blue Hill Foundation Ecosystem carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 2 of these Terms and in the Blue Hill Foundation Lightpaper.

BY MAKING A CONTRIBUTION TO THE FOUNDATION AND ACCEPTING THESE TERMS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 2 OF THESE TERMS AND IN THE BLUE HILL FOUNDATION LIGHTPAPER ARE NOT NOR ARE THEY INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

15. Security

15.1. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Foundation. If your access credentials are lost, you may lose access to your BHF Tokens. The Foundation is not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of BHF Tokens nor will we be under any obligation to recover or return any BHF Tokens.

15.2. The Foundation excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) BHF Tokens issued to you.

16. Intellectual property

16.1. In this clause 16, the “**Foundation’s IP Rights**” means in relation to the Foundation, the BHF Tokens, the Token Sale, the Blue Hill Foundation Ecosystem and the Blue Hill Foundation Website, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

16.2. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any of the Foundation’s IP Rights. We at all times retain ownership, including all rights, title and interests in and to the Foundation’s IP Rights and you understand and accept that by making a contribution for the purchase of BHF Tokens pursuant to these Terms you will not:

- (a) acquire or otherwise be entitled to any Foundation’s IP Rights;
- (b) make a claim in respect of any Foundation’s IP Rights or any other equivalent rights;
- (c) or use, attempt to use, copy, imitate or modify (whether in whole or in part) any Foundation’s IP Rights, except with our prior written consent.

17. Indemnity

17.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Foundation and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, associates, affiliates, agents, representatives, predecessors, successors and assigns (the “**Foundation Indemnified Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- (a) your acquisition or use of BHF Tokens under these Terms;
- (b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these Terms;
- (c) your breach of any of the terms and conditions set out in these Terms;
- (d) or your breach of any rights of any other person or entity.

17.2. The Foundation reserves the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in clause 17.1.

17.3. The indemnity set out in this clause 17 is in addition to, and not in lieu of, any other remedies that may be available to the Foundation under any applicable law.

18. Disclaimers

18.1. To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- (a) BHF Tokens are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to BHF Tokens (whether express or implied), including, without limitation, any

implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

(b) we do not represent or warrant that BHF Tokens are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and

(c) we cannot and do not represent or warrant that BHF Tokens or the distribution mechanism for BHF Tokens are free of viruses or other harmful components.

18.2. Neither these Terms nor the Blue Hill Foundation Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. BHF Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

18.3. No regulatory authority has examined or approved any of the information set out in these Terms and/or the Blue Hill Foundation Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or the Blue Hill Foundation Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

19. Limitation of liability

19.1. To the fullest extent permitted by applicable law, in no circumstances will:

(a) the Foundation or any of the Foundation Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of BHF Tokens or otherwise related to these Terms, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Foundation or any of the Foundation Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

(b) the aggregate liability of the Foundation and the Foundation Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these Terms or the use of or inability to use BHF Tokens, exceed the amount of your contribution.

19.2. The limitations and exclusions of liability set out in clause 19.1 do not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of any Foundation Indemnified Party, nor will it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

20. Assignment and novation

20.1. The Foundation may assign, transfer, novate or otherwise deal in any manner, all or any part of the benefit of these Terms and any of its rights, remedies, powers, duties and obligations under these Terms to any person, without your consent and in any way the Foundation considers appropriate.

20.2. You agree that you may not claim against any assignee, transferee or any other person who has an interest in these Terms, any right of set off or other rights that you have against the Foundation.

21. Termination

21.1. Notwithstanding any other provision of these Terms, the Foundation may at any time and for any reason immediately terminate these Terms as between you and it without prior notice or need to specify reasons, including if:

- (a) you have breached any provision of these Terms or acted in a manner which clearly shows that you do not intend to or are unable to comply with any provision in these Terms;
- (b) the Foundation reasonably considers it is required to do so by the application of any laws or regulations or by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction); or
- (c) the Foundation determines that performing its obligations under these Terms is no longer commercially viable.

21.2. Subject to these Terms, nothing in this clause 21 affects your rights to any BHF Tokens of which you are the absolute owner of.

22. Survival

22.1. The following clauses survive termination of these Terms and remain binding and effective at all times:

- (a) this clause 22;
- (b) clause 11 (Refunds, refusals, suspension and termination of contributions);
- (c) clause 12 (Utility of BHF Token);
- (d) clause 13 (Contributor's representations and warranties);
- (e) clause 16 (Intellectual property)
- (f) clause 17 (Indemnity);
- (g) clause 19 (Limitation of liability);
- (h) clause 23 (Waiver of set-off);
- (i) clause 25 (Personal Data); and
- (j) clause 26 (Dispute resolution by arbitration).

23. Waiver of set-off

23.1. You acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of BHF Tokens or under these Terms under the laws of any jurisdiction.

24. Taxation

24.1. You are solely responsible for determining whether your contribution to the Foundation for the purposes described hereunder, the transfer of BTC, the creation, ownership, use, sale, transfer or liquidation of BHF Tokens, the potential appreciation or depreciation in the value of BHF Tokens over time (if any), the allocation of BHF Tokens and/or any other action or transaction contemplated by these Terms or related to the Blue Hill Foundation Ecosystem will give rise to any tax implications on your part.

24.2. You are solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Foundation is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of BHF Tokens under or in connection with these Terms.

24.3. You agree not to hold the Foundation or any of the Foundation Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of BHF Tokens or any other action or transaction related to the Blue Hill Foundation Ecosystem or the Token Sale.

25. Personal Data

25.1. If we make an information request in accordance with clause 8, we may require you to provide information and documents relating to (without limitation):

- (a) your identity;

- (b) your address;
- (c) the source of your wealth;
- (d) the source of funds used for the purposes of purchasing BHF Tokens; and
- (e) any other documents or data from which you can be identified;

(collectively, your “**Personal Data**”).

25.2. We will not disclose your Personal Data except as expressly permitted under these Terms and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these Terms, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

25.3. We will process your Personal Data in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- (a) the purchase of BHF Tokens and the processing of transactions related to the Token Sale pursuant to these Terms;
- (b) providing you with information about us and our range of services;
- (c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- (d) management of enquiries and complaints;
- (e) opening, maintaining or operating a bank account in the Foundation’s name;
- (f) subject to clause 26, resolving any Disputes with you;
- (g) producing summary information for statistical, regulatory and audit purposes; and/or
- (h) any other reasonable purposes in accordance with applicable law.

25.4. Under the GDPR you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

25.5. You agree that we may, for the purposes set out in clause 25.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

25.6. You acknowledge, accept and understand that these Terms, insofar as they relate to the controlling and processing of your Personal Data by the Foundation, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in

25.3. In order to access the Blue Hill Foundation Ecosystem and provide or receive services therein or otherwise use and interact with the Blue Hill Foundation Ecosystem, you will be required to accept the Blue Hill Foundation Terms of Use which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Blue Hill Foundation Ecosystem.

26. Dispute resolution by arbitration.

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER,

WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE FOUNDATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

26.1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Dispute(s)**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Foundation (i) waive your and the Foundation’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Foundation’s respective rights to a jury trial. Instead, you and the Foundation agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

26.2. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Foundation and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

26.3. Arbitration Rules. The enforceability of this clause 26 will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.

26.4. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Foundation must be sent by e-mail to the Foundation at info@bluehillfoundation.com.

Notice to you will be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Foundation cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Foundation may, as appropriate and in accordance with this clause 26, commence an arbitration proceeding or, to the extent specifically provided for in this clause 26, file a claim in court.

26.5. Process. Any arbitration will occur in the Netherlands. The arbitration will be conducted confidentially by a single arbitrator appointed by the Dutch Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in the Netherlands will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

26.6. Authority of Arbitrator. These Terms, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

26.7. Arbitration Rules. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of

Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.

26.8. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause 26 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause 26 will remain valid and enforceable. Further, the waivers set out in clause 26.2 above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

27. Miscellaneous

27.1. The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to BHF Tokens losing intrinsic value.

27.2. We may amend these Terms from time to time, including where there are changes to the intended utility of BHF Tokens, where adjustments are required to give effect to the intended operation of the BHF Tokens and/or the Blue Hill Foundation Ecosystem, to make any essential corrections, or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these Terms, we will publish a notice together with the updated Terms on the Blue Hill Foundation Website and we will change the “Version” number at the top of these Terms. Any amended Terms becomes effective immediately upon the publication of notice and updated Terms on the Blue Hill Foundation Website. It is your responsibility to regularly check the Blue Hill Foundation Website for any such notices and updated Terms.

27.3. If any term, clause or provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision will be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms, which remains in full force and effect.

27.4. These Terms constitute the entire agreement between the Parties in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

27.5. You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Foundation in relation to the subject matter of these Terms at any time before your acceptance of them (“**Pre-Contractual Statements**”), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

27.6. You acknowledge and agree that no other Contributor owes you any obligation under these Terms including any rights of contribution.

27.7. Subject to clause 26, these Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) will be governed by and construed in accordance with Dutch Law.

27.8. Subject to clause 26, the Parties irrevocably agree that the Dutch courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes and claims).

27.9. Any indemnity, reimbursement or similar obligation in these Terms given in favour of the Foundation:

(a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this document, any settlement or any other thing; and

(b) is independent of any other obligations under these Terms and continues after termination of them. It is not necessary for the Foundation to incur any expense or make payment before enforcing a right of indemnity in connection with the subject of these Terms.

27.10. Without limiting any other disclaimer in these Terms or elsewhere, the Foundation is not liable for any loss, liability, costs or expenses arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with these Terms.

27.11. To the fullest extent permitted by law, you irrevocably and unconditionally waive, with respect to yourself and any of your revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(e) attachment of assets (whether before or after judgment); and

(f) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and you irrevocably agree, to the fullest extent permitted by applicable law, that you will not claim any immunity in any such proceedings).

27.12. Force Majeure. The Parties shall not be liable for any failure or delay in performing any of their respective obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if such failure or delay is due to an 'Act of God', any change to the law, order or regulation of a governmental, supranational or regulatory body or any act of war or terrorism and it shall be entitled to a reasonable extension of the time for performance of such obligations as a result of such a cause.

SCHEDULE 1

CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these Terms, you hereby represent and warrant that:

1. You have read and understood these Terms (including all the Schedules hereto).
2. You have the necessary authority and consent to accept these Terms, to enter into a binding agreement with the Foundation and to perform the obligations set out herein.
3. You are not a statutory corporation, governmental or semi-governmental authority.



4. The acceptance of these Terms and the entry into a binding agreement with the Foundation will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any Foundation or partnership); (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound.

5. You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic Tokens (like BTC), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems.

6. You have obtained sufficient information about the potential future utility of BHF Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms.

7. You understand that BHF Tokens confer only a limited potential future right or expectation to use and interact with the Blue Hill Foundation Ecosystem as more particularly described in the Blue Hill Foundation Lightpaper, and that BHF Tokens confers no other rights of any kind with respect to the Foundation and/or the Blue Hill Foundation Ecosystem, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights.

8. If you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these Terms and to enter into a binding agreement with the Foundation on the terms set out herein.

9. If you are making a contribution for the purchase of BHF Tokens as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established.

10. If you are making a contribution for the purchase of BHF Tokens for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Foundation on such entity's or person's behalf (and in such circumstances, references in these Terms to "Contributor", "you" or "your" is a reference to the entity or person on whose behalf you are authorized to make a contribution).

11. You are making a contribution for the purchase of BHF Tokens to support the development, testing, deployment and operation of the Blue Hill Foundation Ecosystem and to potentially use and interact with the Blue Hill Foundation Ecosystem at a future point in time. You are not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

12. Any contribution to be made by you for the purchase of BHF Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities.

13. You will not use BHF Tokens to finance, engage in, or otherwise support any unlawful activities.

14. The contribution will be transferred to the Foundation from a Bitcoin address wallet that: (i) is registered in your name or in the name of a person who is duly authorized by you to send a contribution to the Foundation; and (ii) is not located in or that is not registered in the name of a person located in or resident of the United States of America, the People's Republic of China (excluding the Special Administrative Regions of Hong Kong and Macau, and the island of Taiwan), Japan, the Republic of Korea or any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory" (each a "**Prohibited Jurisdiction**").



15. Making a contribution and receiving BHF Tokens under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution will be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction).

16. You are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of BHF Tokens from a location in a Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any Foundation or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of BHF Tokens for or on behalf of any such person or entity.

17. You are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the distribution, holding, use or exchange of BHF Tokens is unlawful or restricted in any way or requires licensing, registration or approval of any kind.

18. You are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which the Foundation has notified on the Blue Hill Foundation Ecosystem as being subject to prohibitions or restrictions on the holding of BHF Tokens.

19. You will observe all applicable laws and regulations in such manner that will, to the best of your knowledge and belief, result in compliance by you and the Foundation in any jurisdiction in which you directly or indirectly:

- (a) purchase, hold, offer, sell, transfer, deliver, re-sell, re-offer or exchange BHF Tokens;
- (b) enter into or perform your obligations under these Terms; or
- (c) distribute these Terms or any advertisement or similar material.

20. You are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority.

21. You will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of BHF Tokens.

22. You will provide us with details of an Ethereum wallet that supports the ERC20 token standard (that is, technically supports the receipt, storage, holding and transfer of Tokens such as BHF Tokens).

23. You enter into these Terms voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered necessary.

24. You understand and accept the risks of participating in token sales with regards to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms.

SCHEDULE 2

RISK FACTORS



THE FOLLOWING ARE NOT NOR ARE THEY INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

1. Risk of software weaknesses: As BHF Tokens, and the Blue Hill Foundation Ecosystem are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on BHF Tokens, the Blue Hill Foundation Ecosystem. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the BHF Tokens (including the utility of BHF Tokens for obtaining services), the Blue Hill Foundation Ecosystem, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating BHF Tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, *inter alia*, the complete loss of contributions and/ or BHF Tokens.

2. Regulatory risk: Blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which may be contrary to the current setup of the Blue Hill Foundation Ecosystem, including its termination and the loss of BHF Tokens for the Contributor. Additionally, regulation of proposed activities of the Blue Hill Foundation Ecosystem is presently uncertain. It is not known what regulatory framework the proposed Blue Hill Foundation Ecosystem and associated activities will be subject to, the nature and obligations that will be imposed on the Foundation in order to comply with any such regulatory framework or when/if the Foundation will even be able to apply to be regulated, or successfully obtain the required licenses so that it may lawfully carry out its proposed business activities.

3. Risks associated with uncertain regulations and enforcement actions: The regulatory status of BHF Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Blue Hill Foundation Ecosystem and BHF Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Blue Hill Foundation Ecosystem, BHF Tokens. Regulatory actions could negatively impact the Blue Hill Foundation Ecosystem, and/or the BHM token offering, BHF Tokens in various ways, including, for purposes of illustration only, through a determination that BHF Tokens are a regulated financial instrument that requires registration or licensing. The Foundation may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

4. Risk of abandonment / lack of success / business failure: The creation and issue of BHF Tokens and the development of the Blue Hill Foundation Ecosystem including the risk factor such as the mining licenses 14307X and 14308X validity, government cancelation of the mining licenses, the B.H.Mining-STO may be abandoned, may suffer from lack of success and may suffer business failure for a number of reasons including but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). In such case Blue Hill Foundation reserves full rights to exchange Blue Hill Mine licenses 14307X and 14308X for other Mine projects with similar characters. There is no assurance that, even if any such Blue Hill Foundation Ecosystem is partially or fully developed and launched, you will receive any benefits through BHF Tokens that you hold.

5. Risk associated with other applications: The Blue Hill Foundation Ecosystem may give rise to other, alternative projects, promoted by unaffiliated third parties, under which BHF Tokens will have no intrinsic value. This means that competitors may produce platforms that compete with the Blue Hill Foundation Ecosystem and may not accept BHF Tokens as payment for services within such platforms; further, such platforms may become more popular and have greater

success than the Blue Hill Foundation Ecosystem. In addition, the utility of BHF Tokens depends on the success of the Blue Hill Foundation Ecosystem, if developed. The Blue Hill Foundation Ecosystem may not be popular or widely used after it is launched. In the long term, the Blue Hill Foundation Ecosystem may fail to attract a critical mass of users. The Blue Hill Foundation Ecosystem may be merged with other projects. Various circumstances, including technical advancement and competitors, may render the Blue Foundation Ecosystem obsolete.

6. Risk associated with FINMA approval for the B.H.Mining-STO: In the unlikely case that B.H.Mining-STO is not approved by FINMA (the Swiss Financial Market Supervisory Authority), within the time frame an additional extension of 180 days will be given counting from Q4-2019. After this extension period of 180 days, i.e. until Q2-2020, B.H.Mining-STO is still not regulated by FINMA or similar (such as but not limited to FMA “Financial Market Authority” and/or SEC “Securities and Exchange Commission”), then you will be indemnified according to clause 11.2 or you shall receive the participation in the Blue Hill Mine (each BHF token representing 0.00000004% co-ownership into the Blue Hill Mine), whichever is higher. Blue Hill Mine might then be sold to a third party such as but not limited to a reverse takeover on a stock market listed company, as it may render the Blue Foundation Ecosystem obsolete.

7. Risks associated with markets for BHF Tokens: The Foundation may choose not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of BHF Tokens. This may restrict the contemplated avenues for using BHF Tokens to the token utility described in the Blue Hill Foundation Lightpaper and could therefore create illiquidity risk with respect to any BHF Tokens you own. Even if secondary trading of BHF Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to BHF Tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the BHF Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that BHF Tokens are not offered by the Foundation or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these Terms (or you consider to be invested in the Foundation) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Dutch Deposit Guarantee Scheme, The Netherlands Authority for the Financial Markets (AFM), the Dutch Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Dutch.

8. Risk of losing access to Tokens due to loss, custodial error or your error: BHF Tokens can only be accessed by using an Ethereum wallet with a combination of the Contributor’s account information (address), and password. You acknowledge, understand and accept that if your password gets lost or stolen, the obtained BHF Tokens associated with your Ethereum wallet address may be unrecoverable and permanently lost. In addition, any third party that gains access to your login credentials relating to your Ethereum wallet, may be able to misappropriate your BHF Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store BHF Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your BHF Tokens.

9. Risk of theft and vulnerabilities: The underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or BHF Tokens, adversely impacting the ability to develop the Blue Hill Foundation Ecosystem and derive any usage or functionality from BHF Tokens. You must take appropriate



steps to satisfy yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the Blue Hill Foundation Ecosystem is based on open-source software, there is a risk that a third party or a member of the Foundation's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Blue Hill Foundation Ecosystem, which could negatively affect the Blue Hill Foundation Ecosystem and BHF Tokens.

10. Risk of Ethereum mining attacks: As with other cryptocurrencies, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. You understand and accept that the network of miners will ultimately be in control of the distribution of the BHF Tokens via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion that such a scenario could lead to BHF Tokens losing intrinsic value and/or functionality.

11. Risk of incompatible wallet service: The wallet or wallet service provider used to receive BHF Tokens must conform to the ERC20 token standard in order to be technically compatible with BHF Tokens. The failure to ensure such conformity may have the result that Contributor will not gain access to his BHF Tokens.

12. Risk of hard-fork: The Blue Hill Foundation Ecosystem will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to BHF Tokens may be required (hard-fork of BHF Tokens) and that, if you decide not to participate in such upgrade, you may no longer be able to use your BHF Tokens and any non-upgraded BHF Tokens may lose its utility in full.

13. Risk of uninsured losses: Unlike bank accounts or accounts at some other financial institutions, BHF Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

14. Risks arising from taxation: The tax characterization of BHF Tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of BHF Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, capital taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

15. Risk of an unfavorable fluctuation of Bitcoin and other currency value: The Foundation intends to use the contributions received to fund the development of the Blue Hill Foundation Ecosystem and various other operating expenses. The contributions received will be denominated in BTC and may be converted into other cryptographic assets and fiat currencies. If the value of BTC or other currencies fluctuates unfavorably during or after the Token Sale, the Foundation may not be able to fund the development of, or may not be able to maintain, the Blue Hill Foundation Ecosystem in the manner that it intended.

16. Risk of dissolution of the Foundation or network: It is possible that, due to any number of reasons including, but not limited to, an unfavorable fluctuation in the value of BTC (or of other cryptographic assets and fiat currencies), decrease in the BHF Tokens utility due to negative adoption of the Blue Hill Foundation Ecosystem, the failure of commercial relationships, or intellectual property ownership challenges, the Blue Hill Foundation Ecosystem may no longer be viable to operate and the Foundation may dissolve and may not be able to continue the development of the Blue Hill Foundation Ecosystem.



17. Risks arising from lack of governance rights: As BHF Tokens confers no governance rights of any kind with respect to the Blue Hill Foundation Ecosystem or the Foundation; all decisions involving the Foundation (including to sell or liquidate the Foundation) will be made by the Foundation acting in its sole and absolute discretion, and all decisions involving the Blue Hill Foundation Ecosystem including, but not limited to, decisions to discontinue the Blue Hill Foundation Ecosystem, to create and issue more BHF Tokens, will be made by the Foundation. These decisions could adversely affect the Blue Hill Foundation Ecosystem and/or the BHF Tokens you hold.

18. Risks arising from the market in which the Blue Hill Foundation Ecosystem operates: The crypto-currency exchange market, the token listing and trading market, ICOs, and by extension the Blue Hill Foundation Ecosystem, are subject to a variety of federal, state and international laws and regulations, including those with respect to know your customer, anti-money laundering and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Blue Hill Foundation Ecosystem could be enacted, which could impact the utility of BHF Tokens in the Blue Hill Foundation Ecosystem. In addition, the Blue Hill Foundation Ecosystem users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements Blue Hill Foundation Ecosystem and the BHF Tokens, including its utility to obtain or provide services within the Blue Hill Foundation Ecosystem.

19. Risks associated with incomplete information the development and maintenance of the Blue Hill Foundation Ecosystem: The Blue Hill Foundation Ecosystem is still under development and may undergo significant changes over time. Although we intend for BHF Tokens and the Blue Hill Foundation Ecosystem to function as described in the Blue Hill Foundation Lightpaper and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of BHF Tokens or to the Blue Hill Foundation Ecosystem for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the Blue Hill Foundation Ecosystem, what products or services will be offered through the Blue Hill Foundation Ecosystem by third parties, or how third-party products and services will utilize BHF Tokens (if at all). This could create the risk that BHF Tokens or the Blue Hill Foundation Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Blue Hill Foundation Ecosystem, it is still possible that the Blue Hill Foundation Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Blue Hill Foundation Ecosystem, BHF Tokens and the potential.

20. Risks associated with incomplete information regarding the Blue Hill Foundation Ecosystem: You will not have full access to all the information relevant to the Foundation and/or to the Blue Hill Foundation Ecosystem. The Foundation is not required to update you on the progress of the Blue Hill Foundation Ecosystem. You are responsible for making your own decision in respect of purchasing BHF Tokens. The Foundation does not provide you with any recommendation or advice in respect of the purchase of BHF Tokens. You may not rely on the Foundation to provide you with complete or up to date information.

21. Risk of competing platforms: It is possible that alternative platforms could be established that use the same open source code and protocol underlying the Blue Hill Foundation Ecosystem including the Blue Hill Platform and attempt to facilitate services that are materially similar to the services offered by or within the Blue Hill Foundation Ecosystem. The Blue Hill Foundation Ecosystem may compete with these alternatives, which could negatively impact the Blue Hill Foundation Ecosystem, BHF Tokens, including the utility of BHF Tokens for obtaining services offered by or within the Blue Hill Foundation Ecosystem.



22. Risk of inadequate resources: The Token Sale and the Blue Hill Foundation Ecosystem will require intensive computing resources. The demand for these resources may exceed the Foundation's estimates. Ultimately, the Foundation's resources may prove inadequate to support the Token Sale and/or develop the Blue Hill Foundation Ecosystem, which may affect the distribution and/or utility of BHF Tokens.

23. Risks associated with third party contractors: Development of BHF Tokens and of the Blue Hill Foundation Ecosystem, and the operation of the Token Sale, will require third-party contractors with particular expertise in Ethereum and blockchain technology. The availability of such contractors is limited. There may not be sufficient (or any) such contractors available on terms deemed acceptable by the Foundation. The costs associated with any such contractors may be significantly greater than currently estimated. Furthermore, the quality, reliability and timely delivery of services by such contractors may vary significantly.

24. Jurisdiction related risks: Residents, tax residents or persons having a relevant connection with certain jurisdictions are excluded from the Token Sale. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that the distribution, holding, use or exchange of BHF Tokens is, and remains lawful despite changes to applicable laws, your residence and circumstances.

25. Unanticipated risks: Cryptographic Tokens such as BHF Tokens are a new and untested technology. In addition to the risks set out in this Schedule 2, there are other risks associated with your acquisition, storage, transfer and use of BHF Tokens, including those that the Foundation may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risk set out in this Schedule 2.