

CUBIEX

Tokenale CBIX Token

Terms and Conditions

(Version dated 16 July 2019)

This document is an Agreement (“**Agreement**”) which contains the terms and conditions that govern your purchase of CBIX Tokens from esports ventures UG. CBIX Tokens are Binance Chain based BEP2 Token (“**CBIX Token**”).

This Agreement is concluded between you (“**Buyer**” or “**you**”) and esports ventures UG (“**esports**”), with its business address in Sophienstrasse 75, 64711 Erbach. Buyer and esports are referred to individually as a “**Party**” and collectively, as “**Parties**”.

Esports reserves the right to update these Terms and Conditions at any time. The valid Terms and Conditions can be found on the website of esports under www.cubiex.com (“**Website**”).

Esports - operating under the business name CUBIEX - develops a software (“**Software**”) as further described in the current edition of the White Paper, issued by esports (“**White Paper**”). Esports reserves the right to amend and change the content of the White Paper at any time. Esports is under no obligation to announce, communicate or justify any such amendments or changes.

Upon completion of the development of the Software as outlined in the White Paper, esports intends to launch the CUBIEX platform (“**CUBIEX Platform**”), which relies on the Software for public use.

PLEASE READ CAREFULLY THE FOLLOWING NOTES AND DESCRIPTIONS:

The exact date on which the CUBIEX Platform will be launched may depend on additional factors. Therefore, the date of the launch of the CUBIEX Platform is in the discretion of esports. Esports is not obligated to create the CUBIEX Platform. The Buyer has no claim against esports that esports must develop or launch the CUBIEX Platform.

Esports is under no obligation to publish or provide the code of the Software or parts thereof to any party. Esports is the sole and only owner of the Software and can use, market, license the Software or parts thereof at will.

Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of CBIX Tokens.

CBIX Tokens are not offered or distributed to some excluded parties (“**Excluded Parties**”). The Excluded Parties are listed in Section 9.4 of the White Paper and in Clause 3 of this Agreement. Please examine whether you are considered as an Excluded Party. If you are an Excluded Party, you are not eligible to purchase CBIX Tokens. Do not purchase or attempt to purchase CBIX Tokens.

CBIX Tokens have no rights, uses or attributes, unless explicitly stated otherwise: CBIX Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are explicitly stated, including stated limitations, within this Agreement. Although CBIX Tokens

may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

CBIX Tokens are not CUBIEX Platform tokens: CBIX Tokens purchased under this Agreement are not tokens which enable the Buyer to directly use any services on the future CUBIEX Platform. Buyer acknowledges, understands and agrees that Buyer cannot expect and there is no guarantee or representation made by esports that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

Purchase of CBIX Tokens is non-refundable, and purchases cannot be cancelled. Buyer may lose all amounts paid.

CBIX Tokens may have no value.

There is no guarantee that the market value of CBIX Tokens will actually increase.

Esports reserves the right to refuse or cancel CBIX Token purchase requests at any given time in its sole discretion.

Esports expects that CBIX Tokens will be listed on some cryptocurrency exchanges. However, esports will not actively engage in such listing and there is no guarantee that CBIX Tokens will be actually listed on any cryptocurrency exchanges.

Esports and Buyer enter into the following Agreement:

1. Acceptance of Agreement and Purchase of CBIX Tokens

1.1 This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the Website to indicate that the Buyer has read, understands and agrees to the terms of this Agreement, or (b) clicks a comparable check box on the website of a third-party which sells CBIX Tokens on behalf of or in cooperation with esports, or (c) signs a digital or paper contract with esports, which outlines this Agreement to be applicable, or (d) upon esports's receipt of payment from Buyer.

1.2 White Paper: Esports has issued and published a White Paper, which is a business and technical summary of the CUBIEX Platform and the current tokensale. This document can be found on the Website and may be amended from time to time. Buyer has read and understood the document and its content.

1.3 Executive Summary: Esports has issued and published an Executive Summary under the heading "Onepager", which is a short business summary of the CUBIEX Platform and the current tokensale ("**Executive Summary**"). This document can be found on the Website and may be amended from time to time. Buyer has read and understood the document and its content.

1.4 CBIX Tokens: CBIX Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are explicitly stated, including stated limitations, within this Agreement. Although CBIX Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

1.5 Use of Proceeds: Buyer acknowledges and understands that the proceeds from the sale of CBIX Tokens will be utilized by esports in its sole discretion.

2. CBIX Token Distribution

2.1 Allocation and Distribution of CBIX Token: Esports intends to allocate and distribute CBIX Tokens in accordance with the details outlined in the White Paper and the Executive Summary. Esports may at any time at its sole discretion amend and change these details.

2.2 How to Purchase CBIX Tokens: Esports and/or Binance publish details on how to purchase CBIX Tokens on its respective official Website. Failure to use the official Website and follow the procedures outlined there may result in Buyer not receiving any CBIX Tokens. Any buyer of CBIX Tokens may lose some or all of the amounts paid in exchange for CBIX Tokens, if Buyer does not follow the procedures published on the official Website.

2.3 CBIX Token Sale Channels and Phases: Esports may at its own discretion sell CBIX Tokens on different occasions, at different times (e.g. pre-sale, main sale, future sales) and through different sales channels (e.g., direct contract, smart contract, through a third-party). Esports is not obliged to announce, notify or justify decisions on the time point, the duration or the sales channel, or the amount of CBIX Tokens sold or not sold, or the price per CBIX Token during the sale.

2.4 Timepoint of CBIX Token Delivery: Esports intends to transfer CBIX Tokens bought by the Buyer as soon as possible within due time. Buyer understands that the exact timepoint will not be defined in advance and Buyer cannot claim damages against esports resulting from a belated delivery, unless esports delayed the delivery with malicious aforethought.

2.5 Receiving of CBIX Tokens through a Smart Contract or Direct Purchase: If you buy CBIX Tokens through a smart contract, issued by esports (“**Smart Contract**”), or through a digital or paper contract with esports, the applicable amount of CBIX Tokens is transferred to the public key address which you have indicated to us. It is your own obligation to indicate the accurate public key address. It is not possible to change the given public key address later on. If you have indicated a wrong public key address, esports cannot undo this mistake, will not refund your payment and is not liable for resulting damages caused to you or any other party.

2.6 Purchasing CBIX Tokens from a Third-Party: If you purchase or attempt to purchase CBIX Tokens from an entity, which is not connected or under full legal and operational control of esports, esports is under no circumstances liable to deliver any CBIX Tokens to you. All risks and liabilities, resulting from the purchase or attempt to purchase CBIX Tokens from a third party are entirely upon you and the third party, which you enter into trade or business relations with.

2.7 Authorized CBIX Token Sales on Third-Party Platforms: Esports may choose to sell CBIX Tokens through or with support of a third party entity, like for example, a cryptocurrency exchange platform. If you buy CBIX Tokens from this third-party, you are entering into trade or business relations with this third party and the delivery and time-point of delivery of CBIX Tokens to you is subject to the contractual terms, you entered with the given third-party. Esports, however, cannot be made liable for any actions, performed or not performed, of the given third-party.

2.8 Allocation and Sale of CBIX Tokens to Parties associated with esports: Buyer understands and consents to the participation of esports’s respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, affiliates, agents, representatives and assigns (collectively, “**Parties associated with esports**”) in the purchase of CBIX Tokens, including people who may work on the development and implementation of the Software or the CBIX Platform or may be otherwise associated with esports in

the past, present or future. All such parties will participate on the same terms as every other buyer of CBIX Tokens and will be bound by this Agreement.

2.9 No Representation and Warranties: Esports and none of the Parties associated with esports makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the smart contract, the sale of CBIX Tokens, the CBIX Tokens or their utility, or the ability of anyone to purchase or use the CBIX Tokens. Without limiting the foregoing, esports and none of Parties associated with esports represent or warrant that the process of purchasing the CBIX Tokens or receiving the CBIX Tokens will be uninterrupted or error-free or that the CBIX Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive CBIX Tokens and may lose the entire amount Buyer paid to esports. Buyer shall provide an accurate public key address to esports for receipt of any CBIX Tokens distributed to Buyer.

2.10 Not an Offering of Securities, Commodities, or Swaps: The Sale of CBIX Tokens and the CBIX Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of CBIX Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement, including the White Paper and the Executive Summary, do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.11 Not an Investment: Buyer should not participate in the sale of CBIX Tokens or purchase CBIX Tokens for investment purposes. CBIX Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by esports that: (a) the Software will ever be successfully developed and adopted; (b) the Software will be developed and adopted as outlined by esports (e.g. in the White Paper) and not in a different or modified form; (c) a blockchain utilizing or adopting the CBIX Software will ever be launched; and (d) a blockchain will ever be launched with or without changes to the Software and with or without an allocation or distribution matching the CBIX Token balances at any given time. Furthermore, CBIX Tokens will not have any functionality or rights on the CBIX Platform and holding CBIX Tokens is not a guarantee, representation or warranty that the holder will be able to use the CBIX Platform, or receive any tokens utilized on the CBIX Platform, even if the CBIX Platform is launched and the Software is adopted, of which there is no guarantee, representation or warranty made by esports.

2.12 Not for Speculation: Buyer acknowledges and agrees that Buyer is not purchasing CBIX Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

3. Exclusion from Purchase of CBIX Tokens

3.1 Right to Refuse CBIX Token Purchases: Esports reserves the right to refuse or cancel CBIX Token purchase requests at any given time in its sole discretion.

3.2 Right to exclude Buyers from specific legislations: Esports may at its own discretion, exclude Buyers from or subject to specific legislations. These exclusions are outlined within Section 9.4 of the Whitepaper and within this Agreement.

3.3 Exceptions from Exclusion: Esports may under specific circumstances make exceptions for a person or entity, which is considered an excluded party. Any Buyer who requires such an exception

to purchase CBIX Token is required to receive an explicit approval by esports. This explicit approval must be part of a written contract signed by both parties.

3.4 No U.S. buyers: If you are a citizen, resident of, or a person located or domiciled in, the United States of America, including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia, you are not eligible to purchase CBIX Tokens, do not purchase or attempt to purchase CBIX Tokens.

3.5 No Chinese buyers: If you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People's Republic of China, you are not eligible to purchase CBIX Tokens, do not purchase or attempt to purchase CBIX Tokens.

3.6 No North or South Korean buyers: If you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the Republic of Korea (South Korea) or the Democratic People's Republic of Korea (North Korea), you are not eligible to purchase CBIX Tokens, do not purchase or attempt to purchase CBIX Tokens.

3.7 Further excluded buyers: If you are a resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized under the laws of Bangladesh, Nepal, Macedonia, Bolivia, Ecuador, Pakistan, Algeria, Morocco, India, you are not eligible to purchase CBIX Tokens, do not purchase or attempt to purchase CBIX Tokens.

3.8 Violation by excluded buyers: Any person who is excluded from purchasing CBIX Tokens from esports through the above clauses and anyway purchases CBIX Tokens from esports under pretence of false facts, has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, this Agreement is null and void. Esports is not bound by this Agreement if this Agreement has been entered by a person excluded by above clauses or bought on behalf of a person excluded by above clauses. Esports is not bound by this Agreement if this Agreement has been entered into by a person excluded by above clauses as Buyer or Buyer has entered into this Agreement or has purchased CBIX Tokens on behalf of a person excluded by above clauses, and esports may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any person excluded by above clauses who purchases CBIX Tokens from esports or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless esports and any Parties associated to esports from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "**Damages**") incurred by esports or any Party associated to esports that arises from or is a result of the unlawful, unauthorized or fraudulent actions from a person excluded by above clauses.

4. CUBIEX POWER Token

4.1 Issuance of POWER Token: If and when esports has successfully developed the Software, esports intends to launch the CBIX Platform and issue CUBIEX POWER Token ("**POWER Token**"). In this case, esports will offer owners of CBIX Tokens the opportunity to receive POWER Tokens in the same amount of CBIX Tokens.

4.2 Requirements to be eligible to receive POWER Tokens: Esports may define requirements, which must be entirely fulfilled by the owner of CBIX Tokens, in order to be eligible to receive POWER Tokens. These requirements may for example include, but not limited to, delivering proof of actual ownership, creation of a public key address within the CBIX Platform, fulfilling all requirements within a defined time period. Definition of any requirements is at the CBIX's sole discretion. You have no right to any claims against these requirements.

4.3 Publishing of Requirements: The requirements, which must be fulfilled to be eligible to receive POWER Tokens, will be published by esports on its Website or other applicable media owned by esports (e.g. email newsletter or social media).

4.4 Fulfilling the Requirements is your Responsibility: It is your own responsibility and obligation to fulfill the requirements defined and published by esports in their entirety. If you fail to fulfill these requirements in their entirety, esports is neither liable nor under any obligation to transfer any POWER Tokens to you.

4.5 Transfer of POWER Tokens: The date on which POWER Tokens will be issued and when they will be transferred to the Buyer is at the sole discretion of esports.

4.6 POWER Tokens have no rights, uses or attributes, unless explicitly stated otherwise: POWER Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are explicitly stated, including stated limitations, within this Agreement. POWER Tokens are intended to be the platform token within the CBIX Platform. Future definition of applicable uses or attributes is at the sole discretion of esports and may be changed or amended at any given time in the future.

4.7 Amount and Allocation of POWER Tokens: The initial amount and allocation of POWER Tokens is outlined in the White Paper. Handling and ownership of CBIX Tokens or POWER Tokens which were not sold or claimed is at the sole discretion of esports .

4.8 Name of the POWER Token: Esports may change the description "POWER Token" at any time without the requirement to announce or justify this decision.

5. No other Rights created

5.1 No Claim, Loan or Ownership Interest: The purchase of CBIX Tokens: (a) does not provide Buyer with rights of any form with respect to esports or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to esports; and (c) does not provide Buyer with any ownership or other interest in esports.

5.2 Intellectual Property: Esports retains all right, title and interest in all of esports's intellectual property, including, without limitation, 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. Buyer may not use any of esports's intellectual property for any reason without esports's prior written consent.

6. Security, Data, Taxes

6.1 Security: Buyer will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with Buyer and utilized in connection with Buyer's purchase of CBIX Tokens; (b) private keys to Buyer's wallet or account; and (c) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's

private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's CBIX Tokens and/or access to Buyer's account. Esports is under no obligation to recover any CBIX Tokens and Buyer acknowledges, understands and agrees that all purchases of CBIX Tokens are non-refundable, and Buyer will not receive money or other compensation for any CBIX Tokens purchased. Once the CBIX Tokens or POWER Tokens have been delivered to Buyer, Buyer bears the sole responsibility for his CBIX Tokens or POWER Tokens.

6.2 Additional Information: Upon esports's request, Buyer will immediately provide to esports information and documents that esports, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to esports disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that esports may refuse to distribute CBIX Tokens to Buyer until such requested information is provided.

6.3 Taxes: Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of CBIX Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) esports bears no liability or responsibility with respect to any tax consequences to Buyer.

7. Representations and Warranties of Buyer

By buying CBIX Tokens, Buyer represents and warrants to each of esports and Parties associated to esports that:

7.1 Buyer is not an Excluded Party: Buyer has carefully checked Clause 3, whether Buyer is considered an Excluded Party. Buyer warrants that Buyer is not an Excluded Party.

7.2 Authority: Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase CBIX Tokens, and to carry out and perform all obligations under this Agreement.

7.3 Legal Capacity: (a) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase CBIX Tokens. (b) If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

7.4 No Conflict: The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

7.5 No Consents or Approvals: The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than Buyer.

7.6 Buyer Knowledge and Risks of Project: Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain, 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 Buyer's purchase of CBIX Tokens, including but not limited to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of CBIX Tokens, and liability to the Parties associated to esports and others for its acts and omissions, including those constituting a breach of this Agreement, negligence, fraud or wilful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase CBIX Tokens.

7.7. Funds: The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase CBIX Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the CBIX Tokens to finance, engage in, or otherwise support any unlawful activities.

7.8 Payments: All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

7.9 Anti-Money Laundering and Counter Terrorism Financing: To the extent required by applicable law, Buyer complies with all anti-money laundering and counter terrorism financing requirements.

7.10 Sanctions Compliance: Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or CBIX Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with CBIX Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "**Sanctions**") or is organized or resident in a country or territory that is the subject of country-wide or territory wide Sanctions.

8. Disclaimers

8.1 Buyer expressly acknowledges, understands and agrees that Buyer is participating in any sale of CBIX Tokens and purchasing CBIX Tokens at the Buyer's sole risk and that the CBIX Tokens and any Smart Contract are each 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 esports and Buyer shall rely on its own examination and investigation thereof.

8.2 No Representation or Warranty: (A) ESPORTS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO CBIX TOKENS, ANY SMART CONTRACT AND POWER TOKENS, ESPORTS SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

9. Risks

CBIX Tokens and POWER Tokens may have no value. Buyer may lose all amounts paid. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the CBIX Tokens and POWER Tokens (including those not discussed herein), all of which could render the CBIX Tokens or POWER Tokens worthless or of little value.

9.1 No Rights, Functionality or Features, unless explicitly stated otherwise: CBIX Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are explicitly stated, including stated limitations, within this Agreement. CBIX Tokens do not entitle holders to participate on the CBIX Platform, even if the CBIX Platform is launched and the Software's development is finished, and the Software is adopted and implemented.

9.2 Risk on Market Value: The market value of the CBIX Tokens and POWER Tokens is dependent on the continuing ability of esports to accurately take measures that will lead to the broadest possible adoption of the CBIX Platform in the market; any of the risks described herein may severely impede the future business of esports and therefore may negatively impact the market value of the CBIX Tokens and POWER Tokens. As described in the White Paper, the Executive Summary and this Agreement, esports plays a major role (a) in the process of further developing the CBIX and (b) regarding the future adoption of the CBIX Platform by the various connected participants. A positive future development of the market value of the CBIX Tokens and POWER Tokens is dependent on esports's ability to precisely take such measures that will lead to the broadest possible adoption of the CBIX Tokens, the POWER Tokens and the CBIX Platform in the market for esports and gaming. If esports fails to do so or if esports is required to reduce or cease its business efforts regarding the CBIX Tokens, the POWER Tokens and the CBIX Platform, it is unclear whether the CBIX Tokens, the POWER Tokens and the CBIX Platform would be adopted by any designated participant at all. Any of the risks described herein has the potential to severely impede esports's ability to facilitate the adoption of the CBIX Tokens, the POWER Tokens and the CBIX Platform in the market and may therefore have a severe negative influence on the market value of the CBIX Tokens and POWER Tokens and may result in a total loss of their value.

9.3 CBIX Platform: Buyer should not purchase CBIX Tokens in reliance on the CBIX Platform because CBIX Tokens are not usable on the CBIX Platform and do not entitle Buyer to anything with respect to the CBIX Platform.

9.4 Purchase Price Risk: Esports may at its own discretion sell CBIX Tokens on different occasions, at different times (e.g. pre-sale, main sale, future sales) and through different sales channels (e.g., direct contract, smart contract, through a third-party). Esports is not obliged to announce, notify or justify decisions on the time point, the duration or the sales channel, or the amount of CBIX Tokens sold or not sold, or the price per CBIX Token during the sale. Any such decisions are at the sole discretion of esports. Buyer acknowledges and understands that purchase prices per CBIX Token may differ depending on different factors, including but not limited to, the occasion, the timepoint and the channel of the individual sale.

9.5 Ability to Transact or Resell: Buyer may be unable to sell or otherwise transact CBIX Tokens and POWER Tokens at any time, or for the price Buyer paid. With conclusion of this Agreement, Buyer acknowledges, understands and agrees that: (a) CBIX Tokens and POWER Tokens may have no value; (b) there is no guarantee or representation of liquidity for the CBIX Tokens and POWER Tokens; and (c) the Parties associated to esports are not and shall not be responsible for or liable for the market value of CBIX Tokens or POWER Tokens, the transferability and/or liquidity of CBIX Tokens or POWER Tokens and/or the availability of any market for CBIX Tokens or POWER Tokens through third parties or otherwise.

9.6 Cryptocurrency Exchange Platforms: Although CBIX Tokens and POWER Tokens may be tradable, there is no guarantee that CBIX Tokens and POWER Tokens will be tradable on cryptocurrency exchange platforms. Cryptocurrency exchange platforms are third parties and include or exclude cryptocurrencies for trade on their platforms at their own discretion. Esports or Parties associated to esports have no influence on cryptocurrency exchange platforms and are not liable for

the availability or unavailability of cryptocurrency exchange platforms, which are accepting CBIX Tokens or POWER Tokens for trade. Additionally, cryptocurrency exchange platforms could lose those assets, which are in their custody. Cryptocurrency exchanges are not a subject to deposit guarantees. This means that by putting your CBIX Tokens or POWER Tokens into the custody of a cryptocurrency exchange you risk losing these assets in part or entirely.

9.7 Token Security: CBIX Tokens may be subject to expropriation and / or theft. Hackers or other malicious groups or organizations may attempt to interfere with the sale or purchase of CBIX Tokens, Smart Contract or the CBIX Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. CBIX Tokens may be based on open source software, so that there is the risk that smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the CBIX Tokens or result in the loss of Buyer's CBIX Tokens, the loss of Buyer's ability to access or control Buyer's CBIX Tokens or the loss of any cryptocurrency in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of CBIX Tokens are not guaranteed any remedy, refund or compensation.

9.8 Access to Private Keys: CBIX Tokens purchased by Buyer or POWER Tokens may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing CBIX Tokens or POWER Tokens will result in loss of such CBIX Tokens or POWER Tokens, access to Buyer's CBIX Token or POWER Token balance and/or any initial balances in blockchains. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's CBIX Tokens or POWER Tokens. Esports is not responsible for any such losses.

9.9 New Technology: The Software and the CBIX Platform and all of the matters set forth in the White Paper and Executive Summary are new and untested. The Software might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the Software will ever be launched and there may never be an operational CBIX Platform. Buyer should not rely on the Software or the ability to receive POWER Tokens associated with the CBIX Platform in the future. Even if the Software is completed, implemented and adopted, it might not function as intended, and any POWER Tokens associated with a blockchain adopting the Software may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the CBIX Tokens and the POWER Tokens transferable on the CBIX Platform may become outdated.

9.10 Competition: The esports and gaming industry is a very competitive market. Even with the best endeavours of esports and independent on esports's success in developing the Software and the CBIX Platform, there cannot be any guarantee that esports, the Software or the CBIX Platform will be successful on the esports and gaming market or will have any success at all. Failure to successfully compete on the esports and gaming market can have a negative impact on the value of CBIX Tokens and POWER Tokens up to a total loss.

9.11 Value of Cryptocurrencies and Volatility: The value of cryptocurrencies, like the CBIX Token or the POWER Token, depends on many factors. Whilst esports intends to use its best endeavours to create a positive impact on those factors in its control, there are also many factors out of esports's sphere of control. These factors include, but are not limited to, technical, legal and financial developments within or affecting the esports and gaming industry or the cryptocurrency market. Also, the cryptocurrency market has proven to be extremely volatile. This means that the value of cryptocurrencies, like the CBIX Token or the POWER Token, can extremely increase or extremely decrease, without any apparent reasons. These increases and decreases may also be part of long-

term trends of the entire cryptocurrency market, in which case an increase or decrease of the value of CBIX Tokens or POWER Tokens against the trend, can be very unlikely, irrespective of most other factors impacting the value of the CBIX Tokens or POWER Tokens.

9.12 Value of Funding: A relevant part of esports's funding may be received through the sale of CBIX Tokens in exchange for cryptocurrencies. Due to the extreme volatility of cryptocurrencies, the funds of esports could be negatively impacted, which might negatively impact the ability of esports to pursue the development of the Software. Although esports intends to limit associated risks, these risks cannot be entirely excluded.

9.13 Failure to fulfil Requirements for receiving POWER Tokens: Esports may define requirements, which must be entirely fulfilled by the owner of CBIX Tokens, in order to be eligible to receive POWER Tokens. Failure of Buyer to fulfil these requirements may result in the inability to recognize Buyer's CBIX Token balance when and if the initial balances of POWER Tokens on a new blockchain based upon the Software are defined. If Buyer fails to fulfil the requirements in their entirety, esports is neither liable nor under any obligation to transfer any POWER Tokens to Buyer.

9.14 Exchange and Counterparty Risks: If Buyer sends ETH payment to Smart Contract from an exchange or an account that Buyer does not control, CBIX Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's CBIX Tokens. Furthermore, if Buyer chooses to maintain or hold CBIX Tokens through a cryptocurrency exchange platform or other third party, Buyer's CBIX Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to POWER Tokens if and when the CBIX Platform is launched. Buyer acknowledges and agrees that sending ETH to Smart Contract through an exchange account and/or holding CBIX Tokens on a cryptocurrency exchange platform or with another third party is at Buyer's own and sole risk.

9.15 Changes to the Software: The Software is still under development and may undergo significant changes over time. Although esports intends for the Software to have the features and specifications set forth in the White Paper and Executive Summary, esports may make changes to such features and specifications for any number of reasons, any of which may mean that the CBIX Platform does not meet Buyer's expectations.

9.16 Project Completion: The development of the Software may be abandoned 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, or departure of key personnel.

9.17 Lack of Interest and Reliance on Third Parties: Even if the Software is finished and adopted and the CBIX Platform is launched, the ongoing success of the CBIX Platform relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the CBIX Platform. Lack of interest or participation of third parties may result in the Software and CBIX Platform to not meet Buyer's expectations and may have a material adverse effect on the CBIX Tokens or POWER Tokens.

9.18 CBIX Platform Launch Risks: Even if the Software is finished, the CBIX Platforms launch, time of launch and success of launch, rely on the fulfilment of various additional requirements, which are partly depending on third parties, including, but not limited to, approval or licensing from regulatory authorities. There can be no assurance or guarantee that all requirements for launching the CBIX Platform are met, when the Software is finished. Delays or cancellation of the CBIX Platform launch may have a material adverse effect on the CBIX Tokens or POWER Tokens.

9.19 Uncertain Regulatory Framework: The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact CBIX Tokens and POWER Tokens in various ways, including, for example, through a determination that CBIX Tokens and/or POWER Tokens are regulated financial instruments that require registration. Esports may cease the distribution of CBIX Tokens and/or POWER Tokens, the development of the Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

9.20 Risk of Government Action: The industry in which esports operates is volatile and may in the future be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of esports and/or pursue enforcement actions against esports. Such governmental activities may or may not be the result of targeting esports in particular. All of this may subject esports to judgments, settlements, fines or penalties, or cause esports to restructure its operations and activities or to cease offering certain products or services, all of which could harm esports's reputation or lead to higher operational costs, which may in turn have a material adverse effect on CBIX Tokens, POWER Tokens and/or the development of the Software.

9.21 Risk of Insufficient Advice or Consultation: If you decide to purchase of CBIX Tokens without proper consultation of tax, legal and economic advisors, taking into account your personal circumstances, you might not be able to fully assess the tax, legal and economic impact a participation in this token sale could have on you. Insufficient or faulty consultation can lead to unintended or unforeseen tax, legal and economic consequences. The absence of advice from experts such as financial advisors, lawyers and tax consultants can have detrimental consequences for Buyer. You should carefully consider all risks together with expert advisors before deciding whether a purchase of CBIX Tokens is suitable for you or not. Esports is not liable for any material damages of Buyer in connection with erroneous or insufficient consultation or advice provided by third parties. The purchase of virtual currencies, like CBIX Tokens, without taking into account your individual circumstances and your financial situation might have negative consequences. The decision to purchase CBIX Tokens should take into account your individual knowledge. Only freely available capital should be used for purchasing CBIX Tokens as a total loss cannot be excluded. Also, if you are resident in a country or territory that has declared the trade with cryptocurrencies or the participation in a token sale to be illegal, you may face administrative or criminal charges when participating in this token sale. Although esports has used its best efforts to comply with applicable law, esports is not able to describe the legal situation for you in particular. It is therefore your own responsibility to consult with local legal, tax and other advisers to determine, if your purchase of CBIX Tokens may constitute a breach of law or regulation under the jurisdiction applicable to you. Violation of applicable laws or regulations may result in administrative or even criminal charges.

9.22 CBIX Token Sale Phases and Sale of POWER Tokens: Esports may at its own discretion sell CBIX Tokens or POWER Tokens on different occasions, at different times (e.g. pre sale, main sale, future sales) and through different sales channels (e.g., direct contract, smart contract, through a third-party). Esports is not obliged to announce, notify or justify decisions on the time point, the duration or the sales channel, or the amount of CBIX Tokens or POWER Tokens sold or not sold, or the price per CBIX Token or POWER Token during the sale. At times at which esports announces or performs the sale of CBIX Tokens or POWER Tokens, there may be an increased offer of CBIX Tokens

or POWER Tokens on the market, which may negatively impact their value or your ability to sell your own CBIX Tokens or POWER Tokens.

10. Limitation of Liability, Indemnification

10.1 Limitation of Liability: To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against esports or any Parties associated to esports of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of esports or any Parties associated to esports. Each of esports and the Parties associated to esports shall not be liable to Buyer for any type of Damages, even if and notwithstanding and the extent esports or a Party associated to esports have been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from esports, or a Party associated to esports, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

10.2 Damages: In no circumstances will the aggregate joint liability of esports or any Parties associated to esports, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by esports from Buyer.

10.3 Force Majeure: Buyer understands and agrees that esports shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

10.4 Release: To the fullest extent permitted by applicable law, Buyer releases esports and any Parties associated to esports from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

10.5 Indemnification

(a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse esports and any Parties associated to esports from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by esports or any Parties associated to esports arising from or relating to: (i) Buyer's purchase or use of CBIX Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes wilful misconduct.

(b) Esports reserves the right to exercise sole control over the defence, at Buyer's expense, of any claim subject to indemnification under this number 10.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and esports.

11. Miscellaneous

11.1 Governing Law and Venue: This Agreement shall be governed by German law. To the extent permitted, exclusive place of jurisdiction shall be Frankfurt am Main, Germany.

11.2 Assignment: Buyer shall not assign this Agreement without the prior written consent of esports. Any assignment or transfer in violation of this number 11.2 will be void. Esports may assign this Agreement to an affiliate or any third party. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

11.3 Entire Agreement: This Agreement, including any exhibits attached hereto and the materials incorporated herein by reference, as well as any additionally concluded contract by the Parties which treats the purchase of CBIX Tokens (e.g. a Token Purchase Contract), constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Party associated to esports about the CBIX Tokens, the POWER Tokens, the Software or the CBIX Platform.

11.4 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.5 Modification of Agreement: Esports may modify this Agreement at any time by publishing a revised version on its Website, available at www.cubiex.com. The modified terms will become effective upon publishing. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement.

11.6 Termination of Agreement and Survival: This Agreement will terminate upon the completion of all CBIX Token sales conducted by or on behalf of esports. Esports reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate and (b) Buyer is not entitled to a refund of any amount paid.

11.7 No Partnership; No Agency; No Third-Party Beneficiaries: Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

11.8 Electronic Communications: Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that esports provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of CBIX Tokens, including this Agreement, may be provided by esports, in its sole discretion, to Buyer, in electronic form