

Token Sale Terms & Conditions of L1X Foundation

regarding

L1X Tokens

Preamble

L1X Foundation is a Swiss foundation in the sense of Article 80 et seqq. Swiss Civil Code with its registered seat in Zug ("**Foundation**") that has as purpose (i) the development, deployment and promotion of the so-called L1X blockchain protocol ("**Protocol**"), including the development and promotion of technologies and applications built on the Protocol; (ii) the management and orchestration of the L1X ecosystem ("**Ecosystem**"); as well as (iii) the issuance of a native protocol token to be called L1X token ("**L1X Token**" or "**Token**").

Consistent with its purpose, the Foundation has developed and deployed the Protocol, which is a layer 1 blockchain protocol that is designed to address the scalability and interoperability challenges faced by many solutions in the distributed ledger technology space ("**Project**").

The Foundation has issued Tokens to make use of the Protocol, as further described below, and offers them for sale to you and other individuals and entities ("**Users**") in a public sale ("**Token Sale**") under the following terms and conditions ("**Terms**").

By accepting these Terms, and by transferring the Purchase Price, as defined below, you as User enter into a binding token sale agreement with the Foundation.

THIS DOCUMENT OR ANY OTHER MATERIALS PROVIDED BY THE FOUNDATION OR RELATING TO THE TOKEN SALE DO NOT CONSTITUTE A PROSPECTUS OF ANY SORT, IS NOT A SOLICITATION FOR INVESTMENT AND DOES NOT PERTAIN IN ANY WAY TO A SHARE/EQUITY OFFERING AND DOES NOT PERTAIN IN ANY WAY TO AN OFFERING OF SECURITIES IN ANY JURISDICTION. NEITHER THIS DOCUMENT NOR ANY OTHER MATERIALS HAVE BEEN (OR WILL BE) REGISTERED AS A PROSPECTUS WITH ANY GOVERNMENTAL AUTHORITIES.

THE TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER ANY US FEDERAL OR STATE SECURITIES LAWS, AND PURCHASERS WILL NOT RECEIVE ANY OF THE BENEFITS OR PROTECTIONS THEREOF. THE TOKEN SALE (I) IS NOT AVAILABLE FOR OFFER OR SALE IN THE UNITED STATES OF AMERICA AND (II) THE TOKEN SALE IS BEING SOLELY OFFERED AND SOLD OUTSIDE THE UNITED STATES ONLY TO NON-US PERSONS, AS DEFINED IN REGULATION S ("REGULATION S")

UNDER THE US SECURITIES ACT OF 1933, AS AMENDED ("US SECURITIES ACT"), IN COMPLIANCE WITH REGULATION S. FURTHERMORE, TOKENS PURCHASED PURSUANT TO THE TOKEN SALE MAY ONLY BE RESOLD, IF AT ALL, PURSUANT TO REGULATION S OR OTHERWISE IN COMPLIANCE WITH AN APPLICABLE EXEMPTION TO THE US SECURITIES ACT.

1. Purchase and Allocation of Tokens

- 1 By participating in the Token Sale, the User buys Tokens from the Foundation and the Foundation sells Tokens to the User.
- 2 Subject to i) the acceptance of these Terms and to ii) the transfer of the amount of BTC/ETH/USDC/USDT/BUSD chosen by the User ("**Purchase Price**"), iii) and the successful passing of the Foundation's KYC process, the Foundation undertakes to allocate to the User a number of Tokens ("**User Allocation**") based on an exchange rate per Token of USD\$0.50 multiplied by the exchange rate of the contributed BTC/ETH/USDC/USDT/BUSD/USD at the time the Foundation determines (based on BTC/ETH/USDC/USDT/BUSD to USD Chainlink Data Feed), such time to be within 90 days after having received the Purchase Price, as decided by the Foundation.
- 3 The Foundation offers a maximum of 50,000,000 Tokens in this Token Sale for a maximum of USD equivalent \$25,000,000 ("**Hard Cap**"). Should the total proceeds of the Token Sale exceed the Hard Cap, the User's Token Allocation as well as the User's Purchase Price will be reduced proportionally. The Foundation undertakes to transfer back the excess Purchase Price to the User within 20 days after the end of the Token Sale. Subject to this, the User has no right to request any refund for any reason.
- 4 All Tokens will be locked and not be transferable until the completion of the Token Sale and the launch of the mainnet of the Protocol, in the event it is not already launched.

2. Token

2.1 Technical Description of the Token

- 5 The Tokens are blockchain-based digital information units that are the native tokens of the Protocol.

2.2 Functionality of the Token

- 6 The Token is required to secure the decentralized infrastructure of the Protocol and has the following function:
 - Gas Function: For any transaction on the Protocol, the Protocol charges gas fees to prevent spam on the network. These gas fees need to be paid in L1.X Tokens.

- 7 The Foundation remains free to change the functionalities of the Tokens as well as the name and symbol of the Tokens at any time at its sole and free discretion.

2.3 No Redemption; No Ownership, Revenue or Participation Rights

- 8 Tokens do not give any (partial or full) claim for redemption and are not designed to be used as a means of payment.
- 9 Tokens do not represent or constitute any ownership rights or stake, shares or security or equivalent rights nor any rights to receive future revenues, shares or any other form of participation or governance rights in or relating to the Protocol and/or the Foundation. The Tokens do not create or confer any enforceable contractual or other obligations against any party (including the Foundation as well as its employees, contractors and/or founders).
- 10 The User has no license right and no right to any intellectual property rights, equivalent rights or any other form of participation in or relating to the Protocol and/or the Foundation.
- 11 By transferring the Purchase Price to the Foundation and/or being allocated Tokens, no form of partnership, joint venture or any other similar relationship between the User and the Foundation is created.

3. Taxation

- 12 All taxes (including VAT, if any), charges, levies, assessments and other fees of any kind imposed on the receipt or import of Tokens by the User shall be the responsibility of, and for the account of, the User.

4. Risks

- 13 The User understands and accepts the risks connected to Tokens. In particular, but not exhaustively, the User understands the inherent risks listed hereinafter. By accepting these Terms, User expressly acknowledges and assumes these risks.

4.1 Risk of Software Weaknesses

- 14 The User understands and accepts that the underlying software application and software platform, the Protocol, other involved software and technology as well as technical concepts and theories are still unproven in a live (non-test-)environment, which is why there is no warranty that the process for receiving, use and ownership of the Tokens will be uninterrupted or error-free and there is an inherent risk that the software and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Tokens with respect to their functionality.

- 15 The User particularly understands and accepts that the Protocol as of its deployment is fully decentralized and immutable and that, as a consequence, it may be difficult or impossible to cure software weaknesses.

4.2 Regulatory Risk

- 16 The User understands and accepts that the blockchain technology allows new forms of interaction. There is a possibility that certain jurisdictions will apply existing regulations or introduce new regulations addressing blockchain technology-based applications, in a way which may be contrary to the current setup, and which may, inter alia, result in substantial modifications of the Protocol, including the termination of the Project and the loss of the Tokens or their functionality for the User.
- 17 The User understands and accepts that even if Tokens do not create or confer any contractual or other obligations against any party (including the Foundation as well as its employees, contractors and/or founders), certain regulators may nevertheless qualify Tokens as securities or other financial instruments under their applicable law. It remains in the User's responsibility to comply with any laws and regulations applicable to the User when holding or transferring the Tokens.
- 18 The User understands and agrees that:
 - a) the Tokens are not, and there is no anticipation that the Tokens will ever be registered with the U.S. Securities and Exchange Commission ("**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**"), or with any U.S. state agency or law of similar import, and that this offering is being made with the intention of relying upon, and remaining in compliance with, the requirements of Regulation S as promulgated under the Securities Act;
 - b) neither the Foundation nor its affiliates are registered or licensed with any federal or state regulator as an investment adviser, commodity trading adviser, commodity pool operator, broker-dealer, money services business (an "**MSB**"), money transmitter (an "**MT**"), New York Department of Financial Services-licensed virtual currency business, designated contract merchant, or any other form of U.S. regulated financial institution whatsoever;
 - c) the offering of Tokens is being made only in those jurisdictions and to those persons where and to whom they may lawfully be offered for sale, and these Terms are not, and under no circumstances are to be construed as, a prospectus, an advertisement or a public offering of Tokens in the United States;
 - d) no securities or other regulatory authority has expressed an opinion about the status of Tokens and it is a criminal offense under the laws of some jurisdictions to claim otherwise;

- e) the transactions contemplated in these Terms have not been reviewed by, passed on or submitted to any regulatory agency or self-regulatory organization. As a result, the User will not be afforded the full set of protections provided to the clients and customers of such entities under any applicable laws; and
- f) if the Tokens are deemed to be securities, in one or more jurisdictions, or these Terms or the issuance of the Tokens constitutes a non-exempt forward contract, or the Foundation or its affiliates are required to register with a regulatory agency, the Tokens and the Foundation could be subject to significant additional regulation, including restrictions on transferability and resale or operational activity. This could lead to significant changes with respect to Tokens, how Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Foundation's costs in creating and facilitating transactions in Tokens. Such regulation could lead to the Tokens losing functionality and/or depreciating partially or fully in value, subject the Foundation and its affiliates, directors, and officers to potential penalties, including federal civil and criminal penalties, or make the Tokens illegal or impossible to use, buy, or sell in the United States and other jurisdictions. Further, a regulator could take action against the Foundation or its affiliates if it views Tokens as an unregistered offering of securities or the Foundation's operations otherwise as a violation of existing law. Any of these outcomes would negatively affect the value and functionality of the Tokens and/or could cause the Foundation to cease operations.

4.3 Risk of Abandonment / Lack of Success

- 19 The User understands and accepts that the further development of the Project may be abandoned for a number of reasons including, but not limited to, lack of interest from the public, lack of funding, incapacitation of key developers and project members, force majeure (including pandemics) or lack of commercial success or prospects. The User therefore understands that there are no assurances, that the User will receive any benefits through the Tokens held by it.

4.4 Risk of Withdrawing Partners

- 20 The User understands and accepts that the success and feasibility of the Project as a whole depends strongly on the front-end providers and other crucial partners. The User therefore understands that there is no assurance that the Project will be successful.

4.5 Risk Associated with other Projects

- 21 The User understands and accepts that the Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which Tokens will have no intrinsic value.

4.6 Risk of Private Key Loss

- 22 Tokens allocated to a particular address can only be accessed with the private key associated with that address. The User understands and accepts that if its private key file or wallet password were lost or stolen, the allocated Tokens associated with the User's address or password would be unrecoverable and would be permanently lost. The Foundation has no control over the Tokens; therefore, the User shall have no recourse to seek any refunds, recovery or replacements from the Foundation in the event that the Tokens are lost or stolen.

4.7 Risk of Theft

- 23 The User understands and accepts that the Protocol, other involved software, other technology components and/or platforms may be exposed to attacks by hackers or other individuals that could result in theft or loss of the Tokens.

4.8 Risk of Protocol Attacks and Forks

- 24 The User understands and accepts that, as with other blockchain based tokens, the Protocol could be susceptible to consensus-related attacks, including but not limited to double-spend attacks, majority validation power attacks, censorship attacks, and byzantine behaviour in the consensus algorithm or be subject to forks. Any successful attack or fork presents a risk to the Protocol the expected proper execution and sequencing of Token transactions and the expected proper execution and sequencing of contract computations as well as the token balances in the wallet of the User.

5. Limitation of Liability

- 25 **PLEASE READ THIS SECTION CAREFULLY. THESE PROVISIONS LIMIT THE SCOPE OF THE FOUNDATION'S LIABILITY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THESE TERMS.**
- 26 The Foundation and Users (together the "**Parties**") limit the liability of both Parties under these Terms under any title to damages caused by fraud, willful intent or gross negligence.
- 27 To the fullest extent permitted by any applicable law, in no event will the aggregate liability of the User or the Foundation, as the case may be, exceed the amount of the Purchase Price.
- 28 The User acknowledges and agrees that, to the fullest extent permitted by any applicable law and subject to paragraph 26, the Foundation or any of its employees, contractors and/or founders are not liable, and the User agrees not to hold them liable, for any and all damages (including direct, indirect, incidental, and/or consequential damages, loss of profits, goodwill or data), regulatory implications, tax or other liability or injury whatsoever caused by or related to the use of, or the inability to use the Protocol, the allocation, ownership or use of

Tokens or in connection with these Terms or any transaction contemplated in these Terms under any cause or action whatsoever of any kind in any jurisdiction.

6. Representations, Warranties, and Acknowledgments of the User

- 29 The User represents and warrants to the Foundation the following, and acknowledges that the Foundation is relying on these representations and warranties:
- a) The User is duly organized, validly existing and in good standing under the laws of its domicile;
 - b) The User has all requisite power and authority to execute, issue and deliver these Terms, and to carry out and perform its obligations under these Terms and any related agreements. These Terms constitute a legal, valid and binding obligation of the User enforceable in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law);
 - c) The User is not listed, or associated with any person or entity listed, on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations, and neither the User nor any of its affiliates, officers or directors is a resident of a country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on money laundering;
 - d) The User confirms not to be resident of, citizen of or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country sanctions or embargoes;
 - e) The User is not domiciled in or organized under the laws of any country, whose legislation conflicts with the present allocation of the Tokens and/or the purpose of the Foundation in general;
 - f) The User understands and agrees that it is not entitled to sell, donate, pledge or transfer in any other way the Tokens to persons as defined in paras. c) – e) above;
 - g) Any funds used for the transfer of the Purchase Price are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind of any rights of third-party interests; and (c) have no origins that may be

connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;

- h) The User is a Non-U.S. person as defined in Rule 902 (k)(2) under the Securities Act. The User has not entered into these Terms because of, and will not itself engage in, any “directed selling efforts” (as such term is defined in Regulation S under the Securities Act) in respect to any Tokens issuable hereunder, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Tokens; provided, however, that the User may sell or otherwise dispose of any of the Tokens pursuant to registration of any of the Tokens pursuant to the Securities Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein;
- i) The User understands that no public market now exists for the Tokens, that none is currently anticipated to develop for either, and the Foundation has made no assurances that a public market will ever exist for the Tokens;
- j) The User is outside the United States when receiving and participating in the Token Sale and is acquiring the Tokens issuable hereunder as principal for its own account and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Tokens;
- k) The User has such knowledge and experience in financial and business matters that the User is capable of evaluating the merits and risks of participating in the Token Sale respectively of such investment and being allocated the Tokens, is able to incur a complete loss of such investment without impairing the User’s financial condition and is able to bear the economic risk of such investment for an indefinite period of time;
- l) The User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like BTC and ETH, and blockchain-based software systems and intends to obtain Tokens for the use of the Protocol;
- m) The User has not relied upon any marketing materials or representations by the Foundation outside of these Terms and its own investigations. The User has based its decision to purchase solely upon its own investigations and the contents of these Terms;
- n) The User understands that the Token Sale does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

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- o) The User has been advised that the Tokens to be allocated to the User hereunder may, in certain jurisdictions, be considered a security, and that the Tokens issuable hereunder may not be resold except in compliance with applicable securities laws. Consequently, User understands that User must bear the economic risks of its purchase under these Terms or possible future receipt of Tokens for an indefinite period of time;
- p) All information provided by the User within any registration process linked to this purchase is true and accurate and the User does not act on behalf of any third party;
- q) The User is legally permitted to receive and hold and make use of Tokens in its jurisdiction;
- r) The User is not obtaining or using Tokens for any illegal purposes;
- s) The User is purchasing the Tokens to make use of their functionality. In particular, the User is not purchasing the Tokens for the purpose of speculative investment;
- t) The User will indicate to the Foundation an address for the allocation of the Tokens prior to the allocation of the Tokens. The User understands and accepts that indicating a false address or an address that does not technically support the Tokens may result in the User failing to gain access to its Tokens. The User further understands that it remains in its sole responsibility to safeguard the private key file related to said address and that in case the User loses access to the address (or wallet), the Tokens would be unrecoverable and permanently lost;
- u) The User confirms that the User's address belongs to the User and is under his sole control. User understands that as part of the Token allocation process, he may be requested by the Foundation or a Service Provider to evidence control over the User's address and that, lacking such proof, the Token allocation may not be conducted.
- v) The User understands that it has no right against any party to request any refund of the Purchase Price under any circumstance.
- w) **THE USER HEREBY WAIVES THE RIGHT TO PARTICIPATE IN ANY CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST ANY ENTITY OR INDIVIDUAL INVOLVED IN THE ALLOCATION OF TOKENS AND WITH THE OPERATION OF THE PROTOCOL;**
- x) The User understands and expressly accepts that there is no warranty whatsoever on the Tokens and/or the success of the Project, expressed or implied, to the extent permitted by law, and that the Tokens to be created and obtained are at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose. The

User is aware that, subject to Section 5, it will not receive money or any other compensation for any Tokens created but not allocated, not used or that remain unused;

- y) The User understands and accepts that it has not relied on any representations or warranties made by the Foundation or any other person outside of those made in these Terms, including but not limited to, conversations of any kind, whether through oral or electronic communication, or any presentation, technical paper, white paper, social media content or website posting;
- z) The User understands that the value of Tokens over time (if any) may experience extreme volatility or depreciate in full;
- aa) The User understands that it bears the sole responsibility to determine if the transfer of the Purchase Price, the allocation, use or ownership of Tokens, the potential appreciation or depreciation in the value of Tokens over time (if any), the receipt of revenues via the Tokens (if any), the sale and purchase of Tokens and/or any other action or transaction related to the Protocol have tax implications.

7. Representations, Warranties, and Acknowledgments of the Foundation

30 The Foundation represents and warrants to the User the following, and acknowledges that the User is relying on these representations and warranties:

- a) The Foundation is a foundation duly organized, validly existing and in good standing under the laws of Switzerland and has all requisite corporate power and authority to carry on its statutory purpose and operation as now conducted and as presently proposed to be conducted.
- b) The execution, delivery and performance of these Terms will – to the best knowledge of the Foundation – not result in any violation of, be in conflict with in any material respect, or constitute a material default under (i) any provision of the Foundation’s organizational documents; (ii) any provision of any permit, judgment, decree, contract or order to which the Foundation is a party.
- c) The execution and delivery of and performance under these Terms require no approval or other action from any person other than the Foundation.
- d) There are no actions pending or threatened against or by the Foundation or any affiliate of the Foundation that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by these Terms. No event has occurred or circumstances exist that may give rise or serve as a basis for any such action.

8. Data Privacy Policy

31 The personal data provided by the User in connection with these Terms (“**User Information**”) shall not be transferred by the Foundation or any other person or entity engaged

or controlled by the Foundation that may have access to such User Information unless such transfer is required to be made to i) legal and tax advisers of the Foundation or ii) governmental entities or Service Providers (e.g. banks or KYC providers) that are subject to respective secrecy provisions regarding the User Information received.

- 32 By voluntarily providing personal data to the Foundation or any other person or entity assigned by the Foundation to collect such data, the User is consenting to the use of it in accordance with this Section 8 and the applicable data protection laws. The User in providing personal data to the Foundation or any other person or entity assigned by the Foundation to collect such data, acknowledges and agrees that such personal data may be transferred from their current location to the offices and servers of the Foundation and the authorized third parties, some of whom may be located outside of the User's country. As far as necessary for the fulfilment of regulatory and compliance obligations, the User's personal data may be transmitted to third parties, e.g. to banks etc. The Foundation will only transfer personal data to countries for which the EU Commission or the Swiss Federal Data Protection and Information Commissioner (FDPIC) has decided that they have an appropriate level of data protection, or the Foundation will implement measures to ensure that all recipients comply with an appropriate level of data protection.
- 33 The Foundation or any other person or entity assigned by the Foundation to collect such data uses reasonable physical, electronic, organizational and procedural safeguards to protect the personal information obtained from the User from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please note that the Foundation or any other person or entity assigned by the Foundation to collect such data is not responsible for the security of any data transmitted over the Internet, or any data stored, posted, or provided directly to a third party's website, which is governed by that party's policies. Please note that no method of transmission over the Internet or method of electronic storage is 100% secure.
- 34 The time periods for which the Foundation retains personal data depends on the purposes for which it is used. The Foundation or any other person or entity assigned by the Foundation to collect such data may retain information about the User in their databases for as long as needed to provide the described services and in accordance with applicable laws. The retention and use of personal information by the Foundation or any other person or entity assigned by the Foundation to collect such data will be required to comply with legal obligations, resolve disputes, and enforce agreements. The retention period may extend beyond the end of the relationship between the parties, but it will be only as long as it is necessary for the Foundation to have sufficient information to respond to any issues that may arise later. For example, the Foundation or any other person or entity assigned by the Foundation to collect such data may need or be required to retain certain information to prevent fraudulent activity, protection against liability, permit itself to pursue available remedies or limit any damages that the Foundation or any other person or entity assigned by the Foundation to collect such data may sustain, or if a law, regulation, rule or guideline requires it.

- 35 The Foundation will respond to a request for access to information collected about the User within the time frame required by applicable law. Any such requests shall be made exclusively to:

Attn: the Privacy Officer on behalf of the Foundation: privacy@l1x.foundation

9. Miscellaneous

9.1 Independent Contractors

- 36 These Terms do not create a principal or agent, employer or employee partnership, joint venture, or any other relationship except that of independent contractors between the Parties. Nothing contained herein shall be construed to create or imply a joint venture, principal and agent, employer or employee, partnership, or any other relationship except that of independent contractors between the Parties, and neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance hereunder.

9.2 Assignments and Transfers

- 37 These Terms, including any rights and obligations contained herein, and in particular the right to being allocated Tokens as described herein, cannot be assigned or transferred by the User in whole or in part without the previous written consent of the Foundation, such consent to be given at the sole and exclusive discretion of the Foundation and only in compliance with applicable laws and regulations, including without limitation the Securities and Exchange Act and regulations promulgated thereunder. Any assignment or transfer that does not conform with the terms of this provision shall be void.
- 38 The Foundation is entitled to assign or transfer these Terms in whole or in part to any other entity who directly or indirectly controls, is controlled by or is under common control with the Foundation, including, without limitation, any founder or member of the foundation council of the Foundation (“**Affiliate**”). For the sake of clarity, nothing in these Terms shall prevent the Foundation from subcontracting and/or outsourcing tasks related to the development and/or execution of the Project to third parties without seeking prior consent of the User.

9.3 Severability

- 39 If any provision of these Terms should be invalid in any jurisdiction under applicable law, the legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In such an event, the Parties commit themselves to compose a legally valid replacement rule which approaches the invalid provision as closely as possible within the economic intent of these Terms. These Terms will be interpreted as though the invalid clause had been omitted from the outset.

9.4 No Waiver

- 40 If any party to these Terms waives the enforcement or exercise of its contractual right in a particular case, this may not be considered a general waiver of the respective right or any other contractual right or the exercise and enforcement thereof.

9.5 Governing Law and Jurisdiction

- 41 These Terms and all claims relating to or arising out of these Terms, or the breach thereof, whether in contract, tort or otherwise, shall be governed by **Swiss Law**, excluding Swiss choice-of-law principles.
- 42 Any dispute, controversy or claim arising out of or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by the ordinary courts at the seat of the Foundation.

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