

NOUS PLATFORM TOKEN PRE-SALE

TERMS AND CONDITIONS

Last updated: November 28, 2017

PLEASE READ THESE TERMS AND CONDITIONS (“T&Cs”) CAREFULLY.

BY MAKING A CONTRIBUTION TO NOUS FOR THE PURCHASE OF RIGHTS TO ACQUIRE NOUS TOKENS (“RIGHTS”) DURING THE NOUS TOKEN PRE-SALE (“PRE-SALE”), YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&CS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH ABB CAPITAL LP (COMPANY, NOUS, WE).

THESE T&Cs CONTAIN PROVISIONS, WHICH AFFECT YOUR LEGAL RIGHTS.

IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT MAKE A CONTRIBUTION FOR THE TOKEN PRE-SALE AND NAVIGATE AWAY FROM THE NOUS WEBSITE.

PROHIBITION OF TRANSACTIONS WITH US RESIDENTS

If you are a United States citizen or green card holder or if you reside in the United States of America, you are prohibited from making contributions to the Company or the NOUS Platform and participating in the Pre-Sale. Persons from the United States of America who participate in the purchase of Rights or NOUS tokens by providing false information about their nationality, residence, residence and / or citizenship are in violation of these T&Cs, and agree to indemnify the Company for any damages or losses the Company suffers as a result of such US Person’s participation in the Pre-Sale.

PROHIBITION OF TRANSACTIONS WITH RESIDENTS OF SINGAPORE

If you are a Singapore citizen or if you reside in the Singapore, you are prohibited from making contributions to the Company or the NOUS Platform and participating in the Pre-Sale. Persons from the Singapore who participate in the purchase of Rights or NOUS tokens by providing false information about their nationality, residence, residence and / or citizenship are in violation of these T&Cs, and agree to indemnify the Company for any damages or losses the Company suffers as a result of such Singapore Person’s participation in the Pre-Sale.

PARTIES TO THESE T&Cs

The Company is a company incorporated and registered in Scotland. References in these T&Cs to “Contributor”, “you” or “your” are to the person or entity who accepts these T&Cs and agrees to make a contribution to NOUS as set out in and on the terms of these T&Cs.

You and NOUS shall together be referred to as the “Parties” and references to a “Party” shall be to the relevant one of them as the context requires.

If you have any questions relating to these T&Cs, please contact us at info@nousplatform.com

YOU AND NOUS HEREBY AGREE AS FOLLOWS:

1. NOUS Platform

1.1. NOUS promotes and develops new technologies and applications, especially with respect to decentralized software architecture. The main activity of NOUS is the promotion and development of a trading platform through blockchain and smart contracts, initially through the implementation of tokens, the provision of the NOUS Platform to third-party funds (investment, venture, charitable), and then to promote the interests of token owners in collective investment projects that utilize the NOUS Platform.

1.2. For a more detailed description of the proposed NOUS Platform, please refer to the NOUS website at <https://nousplatform.com> and the NOUS Whitepaper (a copy of which can be found at https://nousplatform.com/files/NOUS_General_Whitepaper).

The information contained in the NOUS Whitepaper and on the NOUS website are of descriptive nature only, are not binding and do not form part of these T&Cs.

2. Scope of T&Cs

2.1. Unless otherwise provided in these T&Cs, the T&Cs (including any terms incorporated herein by reference) govern only your contribution of funds placed on the NOUS Platform for the Pre-Sale.

2.2. Any potential use of Rights in connection with the provision or receipt of services on the NOUS platform is subject to and governed by the applicable Terms and Policies relating to the use of the NOUS Platform ("Platform Conditions"). Such Platform Conditions will be available to users of the NOUS platform if and when the NOUS platform is successfully developed and deployed.

3. Pre-Sale Contribution Period

3.1 Contributions may be made during a defined period of time (“Contribution Period”). The Contribution Period shall commence on November 30, 2017 and shall end on December 25 2017 (unless the Completion Condition referred to in clause 8.1 below is met earlier).

[DEFINE COMPLETION CONDITION]

3.2 If and to the extent that:

a) the Completion Condition referred to in **clause 8.1** below is met prior to the conclusion of the Contribution Period; and

b) NOUS continues to receive contributions from Contributors after the relevant Completion Condition has been met but before NOUS publicly announces that the Pre-Sale has concluded, NOUS shall extend the Contribution Period for 48 hours ("Extended Contribution Period").

4. Method of Contribution

4.1. You may contribute to NOUS during the Token Pre-Sale in ETH and Bitcoin in the manner described in this clause 4.

4.2. Contributions to be made in ETH must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to NOUS and to enable NOUS to issue Rights to you through the Smart Contract System (as further described in clause 5). ETH contributions shall be sent to the NOUS Ethereum wallet address specified on the NOUS website.

4.3. Contributions made in Bitcoin shall be sent from a Bitcoin wallet in respect of which you can identify your private key. Your private key shall be required to verify your Bitcoin contribution to NOUS and to enable NOUS to issue Rights to you through the Smart Contract System (as further described in clause 5). Bitcoin contributions shall be sent to the NOUS Bitcoin wallet address specified on the NOUS website.

4.4 Any contributions received in Bitcoin shall be converted to ETH by NOUS by averaging the relevant rates of exchange from three or more crypto-currency exchanges. The crypto-currency exchanges to be used for this purpose shall be selected by NOUS acting in our sole and absolute discretion. We shall then calculate an hourly average rate of exchange for Bitcoin to ETH over the prior 72 hour, and set these hourly average rates of exchange as the conversion rates to be applied to any conversion of Bitcoin to ETH as the case may be. NOUS shall not be responsible or liable for any losses, which may be suffered by the Contributor as a result of this conversion methodology, nor shall we be liable for any errors in the rates of exchange published by any crypto-currency exchange from which we may obtain exchange rates pursuant to this conversion methodology.

4.5. Contributions shall be sent exclusively to the NOUS wallet addresses specified on the NOUS website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue Rights or facilitates the allocation or transfer of Rights in any way during the Contribution Period and/or Extended Contribution Period (if applicable), such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the NOUS website, not authorized by NOUS nor do they have any legal or commercial relationship in any way with NOUS, the NOUS Platform.

4.6 Contributors that send contributions:

a) in a fiat currency or any cryptocurrency other than ETH or Bitcoin;

b) to any third-party website, wallet address, service or smart contract that offers the NOUS Token or Rights, risk losing their entire contribution and NOUS shall not be responsible or liable for recovering or returning any such contributions to the Contributor, nor shall NOUS be responsible or liable for any losses incurred by the Contributor in this respect.

5. Creation and issue of Token through the Smart Contract System

5.1 NOUS has deployed a smart contract system (the "Smart Contract System") on the Ethereum blockchain for the purposes of creating its own proprietary tokens and issuing such Tokens to the Contributor's Ethereum wallet. NOUS Tokens shall be based on the ERC20 token standard and are intended to have the functionality set out in Schedule 1

5.2 NOUS Platform shall keep a record of all contributions received by the NOUS wallets (whether in ETH or Bitcoin) including details of the time the contribution was received, the amount of the contribution and the wallet address from which the contribution was sent ("Contribution Records").

5.3 In order to receive Rights, Contributors must have an Ethereum wallet that supports the ERC20 token standard (in other words the Contributor's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of tokens, being tokens that are created based on the ERC20 tokens standard). NOUS reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.

5.4 After you have made a contribution to NOUS in accordance with one or more of the methods described in paragraph 4, you shall be required to undertake a contribution verification procedure in which you shall send NOUS a notice containing details of your Ethereum wallet address. The form and method of the notice shall be in such manner as NOUS shall prescribe on our website. To enable NOUS to verify your contributions and issue Rights to your Ethereum wallet, the notice must be signed by your private key (as referred to in clauses 4.2 or 4.3).

5.5 The creation and issue of Rights shall be initiated by NOUS as follows:

a) NOUS shall check the Contribution Records to verify that your private key corresponds to the wallet address from which your contribution was sent; and

b) provided NOUS is successfully able to verify your contribution in accordance with clause 5.5a), we shall send instructions to the Smart Contract System to create and issue Rights to the Ethereum wallet address which you send us notice of pursuant to clause 5.4.

5.6 Subject to compliance with the foregoing provisions of this clause 5, delivery of Rights to the Contributor's Ethereum wallet address shall be made approximately [4 weeks] after conclusion of the Contribution Period or Extended Contribution Period as the case may be.

6. Price of Rights

6.1. During the Pre-Sale Contribution Period, a contribution of or equivalent to 1 ETH (following any conversion to ETH in the manner described in clause 4.4) will entitle the Contributor to receive Rights, as determined by the following price schedule:

The amount of NOUS tokens to be issued per 1 ETH					
	Pre-Sale	1 Week	2 Week	3 Week	4 Week
1 ETH =	8000	7000	6800	6600	6400

- a) for contributions received during the first week of the Second Contribution Period: 1 ETH = 7000 Rights;
- b) for contributions received during the second week of the Second Contribution Period: 1 ETH = 6800 Rights;
- c) for contributions received during the third week of the Second Contribution Period: 1 ETH = 6600 Rights; and
- d) for contributions received during the fourth week of the Second Contribution Period: 1 ETH = 6400 Rights.

7. Refunds, Refusals, Suspension and Termination of Contributions

7.1. NOUS has imposed a no minimum aggregate contribution target ("Minimum Target").

7.2. To the extent that:

- a) NOUS decides to change the intended functionality of Token (as described in Schedule 1) in order to ensure compliance with any laws or regulatory requirements to which it is subject; and
- b) The changes are significantly material to the functionality of Tokens in the view of the Company; and
- c) you are not satisfied with the change in functionality of the Tokens, NOUS may at its discretion and under certain circumstances offer you the chance to claim a refund of your contribution and NOUS shall procure that any such claim for a refund is processed within a reasonable period of time.

7.3. NOUS 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, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

7.4 Subject to clauses 7.1, 7.3 and 7.3 and except to the extent required by applicable law, all contributions received by NOUS under these T&Cs are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from NOUS.

7.5 At any time prior to satisfaction of the Completion Conditions, we may either temporarily suspend or permanently abort the Pre-Sale for security reasons. Any suspension or abort of the Pre-Sale shall be deemed to commence from the moment that we publishes a notice to that effect on our website.

7.6 Contributors who send us contributions after we publish a notice that the Pre-Sale has been suspended or aborted in accordance with clause 7.5 risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect. Contributors are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.

8. Conclusion of the Tokens Sale

8.1 Subject to clause 8.2, the Token Sale shall conclude on the earlier of:

- a) The date of the sale ends on December 25, 2017
- b) Pre-Sale hard cap of equivalent of \$1.6 million USD has been achieved.

8.2 If any Extended Contribution Period is implemented by NOUS pursuant to clause, the Token Sale shall conclude on conclusion of the Extended Contribution Period

9. Token Functionality

9.1 The Token to be issued does not bear any ownership rights, either express or implied, other than a limited potential future right of claim arising out of the activities of the Funds or the expectation of the use and interaction of Funds with the NOUS Platform (as described further in Attachment 1), if and to the extent that it successfully develops.

Any potential future right or expectation relating to the provision and receipt of services on the NOUS Platform shall be subject to any restrictions and limitations set out in these T&Cs, the Access Token Generation T&Cs, and/or the Platform Terms (as applicable)).

9.2 You acknowledge and accept that Tokens do not represent or constitute:

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to NOUS and/or the NOUS Platform;

c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or

d) the provision of any goods and/or services as of the date that these T&Cs form a binding agreement between the Parties.

9.3 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments referred to in clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of Token or to your storage, sale and/or transfer of Token.

9.4 NOUS makes no warranties or representations and offers no assurances (in each case whether express or implied) that Token shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the NOUS Platform.

10. Contributor's Representations and Warranties

10.1 By participating in the Pre-Sale and sending a contribution to NOUS, you hereby represent and warrant that:

a) you have read and understood these T&Cs (including all the Schedules hereto);

b) you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with NOUS and to perform the obligations set out herein;

c) the acceptance of these T&Cs and the entry into a binding agreement with NOUS shall 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 organization documents (in the case of a corporate entity including, without limitation, any company 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;

d) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like Bitcoin and ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;

e) you have obtained sufficient information about the potential future use and functionality of the Token to make an informed decision to participate in the Pre-Sale pursuant to these T&Cs;

f) you understand that Token confers only a limited potential future right or expectation to use and interact with the NOUS Platform (as more particularly described in Schedule 1) and that Tokens confer no other rights of any kind with respect to NOUS and/or the NOUS Platform, including, but not limited to, any

voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

g) if you are an individual, you are 18 years of age and you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with NOUS on the terms set out herein;

h) if you are making a contribution for the acquisition of Rights for or on behalf of an entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

i) if you are making a contribution for the purchase of Rights for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with NOUS on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a contribution);

j) you are making a contribution for the purchase of Rights to support the development, testing, deployment and operation of the NOUS Platform and to potentially use and interact with the NOUS Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

k) any contribution to be made by you for the purchase of Rights is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

l) you shall not use Rights or Tokens to finance, engage in, or otherwise support any unlawful activities;

m) the contribution shall be transferred to NOUS from a Ethereum or Bitcoin 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 NOUS; 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 or any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory";

n) making a contribution and receiving Rights under these T&Cs 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 shall 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);

o) you are not a citizen of or resident or domiciled in the United States of America or making a contribution for the purchase of Token from a location in the United States of America, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of the United States of America, nor are you making a contribution for the purchase of Token for or on behalf of any such person or entity; and

p) 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.

11. Risks

You acknowledge and agree that sending a contribution to NOUS, the creation and issue of Token and the development and deployment of the NOUS Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 2 [PLEASE PROVIDE] of these T&Cs.

BY MAKING A CONTRIBUTION TO NOUS AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.

12. Audit of the Smart Contract System

12.1 NOUS shall exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

12.2 Notwithstanding clause 12.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and Token are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of contributions and/or Token.

13. Security

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 NOUS and to receive and store Rights that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Rights. NOUS shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of Token nor shall we be under any obligation to recover or return any Contribution in the case of your failure to take adequate security precautions and we hereby deny (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) Rights issued to you during the Pre-Sale.

14. Right to Request Information

We may determine, in our sole and absolute discretion, that it is necessary to obtain certain information about you in order to comply with applicable law in connection with the creation and issuance of Rights to you. You agree to provide us such information promptly upon request, and you acknowledge and accept

that we may refuse or reject any contributions for the purchase of Rights until you provide such requested information and we have determined that it is permissible to create and issue Rights to you under applicable law.

15. Indemnity

15.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless NOUS and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "NOUS 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 of Rights under these T&Cs;
- b) the performance or non-performance of your responsibilities or obligations under these T&Cs;
- c) your breach of any of the terms and conditions set out in these T&Cs; or
- d) your breach of any rights of any other person or entity.

15.2 NOUS reserves the right to exercise sole control over the defense of the NOUS Parties, at your sole cost and expense, relating to any claim subject to an indemnity set out in clause 15.1.

15.3 The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to NOUS under applicable law.

16. Disclaimers

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

- a) Rights 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 the Rights or the 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 the Rights are reliable, current or defect-free, meet your requirements, or that any defects can be corrected; and
- c) we cannot and do not represent or warrant that Rights or the delivery mechanism for Rights are free of viruses or other harmful components.

16.2 Neither these T&Cs nor the NOUS Whitepaper 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. Rights should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate re-sale.

16.3 No regulatory authority has examined or approved of any of the information set out in these T&Cs and/or the NOUS Whitepaper. 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 T&Cs and/or the NOUS Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with

17. Limitation of Liability

17.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO CIRCUMSTANCES SHALL:

a) NOUS or any of the NOUS 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 Rights or otherwise related to these T&Cs, 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 NOUS or any of the NOUS Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

b) the aggregate liability of NOUS and the NOUS 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 T&Cs or the use of or inability to use Rights, exceed the amount of your contribution.

17.2 The limitations and exclusions of liability set out in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of NOUS, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

18. Taxation

18.1. You are solely responsible for determining whether your contribution to NOUS for the development of the NOUS Platform, the transfer of ETH or Bitcoin, the creation, ownership, use or liquidation of Rights, the potential appreciation or depreciation in the value of Rights over time (if any), the allocation of Tokens in lieu of Rights and/or any other action or transaction contemplated by these T&Cs or related to the NOUS Platform will give rise to any tax implications on your part.

18.2 You are also 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. NOUS shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, value added or similar tax which may arise from your contribution and acquisition of Rights under or in connection with these T&Cs.

19. Miscellaneous

19.1 The Contributor understands and accepts that a network of Token miners may be ultimately 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 Rights or Tokens losing intrinsic value.

19.2 We may amend these T&Cs from time to time, including where there are changes to the intended functionality of Right or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice and the updated T&Cs on our website and we will change the "Last Updated" date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of notice and the updated T&Cs on our website. It is your responsibility to regularly check our website for any such notices and updated T&Cs.

19.3 If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs 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 T&Cs, which shall remain in full force and effect.

19.4 These T&Cs together with the SAFT constitute the entire agreement between the Parties in relation to its subject matter.

These T&Cs 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.

19.5 You acknowledge that by accepting these T&Cs, 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 NOUS in relation to the subject matter of these T&Cs at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies, which might otherwise be available in relation to such Pre-Contractual Statements.

19.6 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and NOUS and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the NOUS Platform.

19.7 These T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Scotland Law.

19.8 The Parties irrevocably agree that the Scottish Arbitration Center (SAC) in Edinburgh, Scotland (website <http://www.scottisharbitrationcentre.org/>) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).

Schedule 1

The Rights or the NOUS Tokens to be issued in lieu of Rights do not provide any rights, rights of use, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the NOUSPlatform. The Company does not guarantee and is not representing in any way to Consumer that the NOUS Tokens in the future will provide any rights, rights of use, purpose, attributes, functionalities or features.

The Nous Token will be based on the ERC20 standard and called NOUS. At present time, the NOUS Token has no known functionality, value or purpose. The future intended functionality of the NOUS Token is as a utility token for internal use on NOUSPlatform or for the use of the NOUS Protocol.

Please read the NOUSPlatform whitepaper for more details on proposed future use of the NOUS Token.