STREAMR NETWORK AG

CROWDCONTRIBUTION

Governance Terms

6 October 2017

This document and information contained herein may not be sent and or addressed wholly or in part, directly or indirectly, to any person in the United States, Japan or Finland, or any other jurisdiction in which it would be impermissible or restricted to offer, distribute, purchase, sell or retain cryptographic tokens.

This document or any other materials provided by Streamr Network AG or relating to the Streamr Project do not constitute a prospectus of any sort, is not a solicitation for investment 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.

Do not participate in the Crowdcontribution if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems as well as contribution to smart contract systems. *Contributions should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin, Ether, and blockchain based software systems as well as contribution to smart contract systems. Contributors should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. If you do not have such experience or expertise, then you should not participate in the Crowdcontribution.*

Users must be made aware of certain risk factors, as set out in Section 5 (Risk Factors).

Prior to contributing, you should carefully consider these Terms and all other materials available concerning the Streamr Project and DATAcoin and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional.

The following Governance Terms govern the creation and allocation of DATAcoin cryptographic tokens (**DATAcoin**) by one or several smart contract software codes (jointly, the **Smart Contract System**) created by Streamr Network AG (**Streamr**) and operating on the Ethereum blockchain as well as the contribution by third party individuals and entities (each, a **User**) to such Smart Contract System in the public crowdcontribution (**Crowdcontribution**).

1.   Public Crowdcontribution Principles

1.   Streamr is currently developing a platform for aiming to enable a new way to transport and exchange data on a decentralised P2P network, as further described in the Streamr Project Whitepaper (**Streamr Project**, the **Whitepaper**). By transferring funds (**Funds**) in ether (**ETH**) to the Smart Contract System pursuant to these Terms in order to contribute to the development of the Streamr Project (**Contribution**), the User understands and accepts that his/her/its Contribution will be utilized to enable further development of the Streamr Project (as determined in Streamr's sole discretion). Streamr has earlier arranged a private contribution and a public pre-contribution against a guaranteed allocation of DATAcoins (the **Pre-contribution**) where Users have been able to contribute Funds.

2.   Further information on the Streamr Project can be found in the Whitepaper and the crowdcontribution documentation available on the Streamr Project website (https://www.streamr.com). The information contained in the Whitepaper, the crowdcontribution documentation and on the Streamr Project website are of a descriptive nature only, are not binding and do not form part of the Terms as set forth under paragraph 9 below.

3.   The Crowdcontribution will be operated pursuant to these Terms in two tracks, depending on the Contribution amount:

- **Small Cap** means the track for Contributions between 500 CHF and 5,000 CHF; and

- **Large Cap** means the track for Contributions exceeding 5,000 CHF up to 50,000 CHF.

4.   Before being eligible to participate in the Crowdcontribution, each User must register and undergo an identification and anti-money laundering process. The registration instructions and schedule are available on the Streamr Project website. After registration is complete and approved, Streamr will whitelist the User's address in the Smart Contract System, and the User may make a Contribution by transferring ETH to the Smart Contract System within the Crowdcontribution Period. The Users participating in the Small Cap track will be entitled to make their Contributions 24 hours earlier than the Users participating in the Large Cap track. The terms governing the funding process are set out in more detail in Section 2.2.

5.   The User understands and accepts that Streamr may in its sole discretion determine to accept contributions from private entities and individuals of strategic value for the Streamr Project, and that such contributions may be accepted at terms that differ from these Terms.

6. The User understands and accepts that while the individuals and entities, including Streamr, assigned to this task will make reasonable efforts to develop and complete the Streamr Project, **it is possible that such development may fail and User's DATAcoins become useless and/or valueless due to technical, commercial, regulatory or any other reasons** (see also section 5 regarding Risks).

7. Depending on the popularity of the Crowdcontribution, **it cannot be guaranteed that the User's ETH are included in the Crowdcontribution or that the User will receive DATAcoins**. Any ETH transferred that do not entitle the User to DATAcoins will be automatically directed back to the sending address.

8. The User understands and accepts the risk that even if all or parts of the Streamr Project are successfully developed and released in full or in parts, the Streamr Project could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. **The User therefore understands and accepts that the Contribution of ETH, the creation of DATAcoins by the Smart Contract System and the Smart Contract System allocation of DATAcoins carry significant financial, regulatory and/or reputational risks (including the complete loss of value of DATAcoins (if any), and attributed features of the Streamr Project)**.

9. The User furthermore understands and accepts that the final allocation of the DATAcoins as well as the assignment of the execution of the Streamr Project are smart contract based. Consequently, the Smart Contract System contains code which sets forth further terms and conditions applicable to the distribution and operation of the DATAcoins and the Streamr Platform (as defined in paragraph 13) (such code, the **Smart Contract System Code**). The direct address(es) of the Smart Contract System on the Ethereum blockchain is provided on the Streamr Project website. **To the extent the terms contained herein or in any other document or communication contradict the ones set forth in the Smart Contract System, the terms of the Smart Contract System shall prevail. The access to the Streamr Platform and the functionality of the DATAcoins is defined by the Smart Contract System only. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to Streamr or publisher of these terms or developer of the Smart Contract System and/or any other person, Streamr and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the Streamr Project beyond those set forth in the Smart Contract System.**

10. By making the Contribution, the User expressly agrees to all of the terms and conditions, which will be set forth in Smart Contract System Code and in this document (together the **Terms**). The terms and conditions set forth in the Smart Contract System Code are incorporated by reference herein. **The User further confirms to have carefully reviewed the Terms in full, and the User further undertakes to review the Smart Contract System Code and its functions once released, and to fully understand the risks and costs associated with the allocation and holding of DATAcoins and contributing into a Smart Contract System.**

11. This document or any other materials provided by Streamr or relating to the Streamr Project do not constitute a prospectus of any sort, is not a solicitation for investment 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.

12. Transfer of ETH, allocation, distribution or receipt of DATAcoin, or any other act undertaken between the parties in connection with the Pre-contribution or the Crowdcontribution shall not form a partnership, joint venture or any similar relationship between the User and Streamr and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Streamr Project.

13. The User acknowledges and understands that Streamr may at its discretion at any time change the name of the DATAcoin token and/or its symbol. Streamr shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect the rights of the Users or the DATAcoins held by the Users.

2. DATAcoin Token Creation

2.1. Usage Token; No Ownership, Revenue or Governance Rights

14. **Usage Token:** Ownership of DATAcoins carries no rights express or implied other than a limited right to use DATAcoins as a means to enable usage of and interaction with and within the Streamr platform (**Streamr Platform**), if and to the extent the Streamr Project has been successfully completed and launched.

15. **No Ownership, Revenue or Governance Rights**: In particular, User understands and accepts that **DATAcoins do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the Streamr Project and/or Streamr.** The DATAcoin does not create or confer any enforceable contractual or other obligations against any third party (including Streamr, Streamr Team Members or other developers, auditors, contractors or founders associated with the DATAcoin, the Streamr Project and/or Streamr).

2.2. Contribution

16. **User Registration**: Each User who intends to participate in the Crowdcontribution must complete a registration process before being able to participate. The registration process details will be set out on the Streamr Project website. Upon completion of the registration and approval thereof, the User's Ethereum address will be whitelisted in the Smart Contract System. The User acknowledges and understands that the registration process is laborious and it may take time to process the User's registration.

17. **Maximum Contribution Amount:** The aggregate maximum Contribution amount for the entire allocation of DATAcoins (including private pre-contribution for certain entities and individuals, the Pre-contribution and the Crowdcontribution, as well as contributions from private entities and individuals of strategic value for the Streamr Project) will be defined as a hard cap and amounts to the equivalent of CHF 30,000,000 (excluding fees arising from or related to the contribution process), calculated using the exchange rates as determined by Bitcoin Suisse or equivalent service chosen by Streamr (**Maximum Contribution Amount**). Streamr may, at its discretion, determine that the Maximum Contribution Amount is reached when the aggregate amount of

Funds transferred to the Smart Contract System is close to the Maximum Contribution Amount, even though the actual amount of Contributions accepted by the Smart Contract System would be less than the Maximum Contribution Amount (e.g. if the aggregate amount of Contributions does not sum up to exactly the Maximum Contribution Amount).

18. **Maximum DATAcoin Token Supply:** The aggregate maximum DATAcoin token supply (for Pools A through E (as set out in paragraph 20)) will be 1,000,000,000 DATAcoins. The aggregate amount of DATAcoins will depend on the effectively made Contributions during the private pre-contribution, the Pre-contribution and the Crowdcontribution and will be referred to as total DATAcoin token supply (**Total DATAcoin Token Supply**).

19. **Contribution Period:** The Crowdcontribution period (**Crowdcontribution Period**) starts on the date and time set to be announced on the Streamr Project website and continues for a period of two (2) weeks or the moment when the Maximum Contribution Amount has been reached, whichever occurs earlier. **Users participating in the Large Cap track will not be able to make their Large Cap Contributions until 24 hours after the commencement of the Crowdcontribution Period.** Users who have been registered and whitelisted both for the Small Cap and Large Cap tracks may make their Small Cap Contribution upon the commencement of the Crowdcontribution Period but will not be able to make their Large Cap Contribution until after 24 hours after the commencement of the Crowdcontribution Period.

20. **Contribution and Exchange Rates:** The contribution rate in the Crowdcontribution shall be 18.25 DATAcoins for every Contribution equivalent to 1 CHF. The ETH/CHF exchange rate to be used throughout the Crowdcontribution shall be fixed by Streamr six (6) hours before the commencement of the Crowdcontribution Period.

21. **Token Pools:** The allocation of DATAcoins will be determined as set out below. The Users Contributing in the Pre-contribution or Crowdcontribution will be distributed DATAcoins from Pool A. The aggregate amount of DATAcoins that will be distributed from Pool A at the end of the Crowdcontribution Period will depend on how much Funds are Contributed.

- **Pool A consists of a maximum of 65% of the Total DATAcoin Token Supply**. Pool A is intended to be created by the Smart Contract System at the end of the Crowdcontribution Period and ultimately distributed (directly or via third parties such as Bitcoin Suisse) to Users that have made Contributions (either in the private pre-contribution, the Pre-contribution and/or the Crowdcontribution).

- **Pool B consists of 150,000,000 DATAcoins (i.e. at least 15% of the Total DATAcoin Token Supply)**. Pool B will at Streamr's discretion be allocated and distributed to persons who participated as managers, founders or team members, or worked to develop the ideas, implementations and supporting structures of the Streamr Project (**Streamr Team Members**). The DATAcoins in Pool B are subject to a lock-up period and will not be transferable until one (1) year from the end of the Crowdcontribution Period (or such longer time as determined by Streamr in its full discretion).

- **Pool C consists of 150,000,000 DATAcoins (i.e. at least 15% of the Total DATAcoin Token Supply)**. Pool C will be allocated to Streamr.

- **Pool D consists of 30,000,000 DATAcoins (i.e. at least 3% of the Total DATAcoin Token Supply).** Pool D will at Streamr's discretion be allocated and distributed to partners and advisors of the Streamr Project.

- **Pool E consists of 20,000,000 DATAcoins (i.e. at least 2% of the Total DATAcoin Token Supply).** Pool E will be allocated to Streamr for distribution to the community of the Streamr Project (via rewards, airdrops etc.). The effective distribution will be fully at the discretion of Streamr.

22. **Contribution Process:** Upon commencement of the Crowdcontribution Period, the registered, approved and whitelisted Users may transfer their ETH to the Smart Contract System at the address provided on the Streamr Project Website. The User cannot Contribute more than his/her/its whitelisted amount. If the User sends a transaction that exceeds the limit, the transaction will fail and the ETH in that transaction are returned. The tokens in the Crowdcontribution will be allocated among the Contributing Users on a first come, first served basis.

23. **Distribution of DATAcoins to Users**: Upon receipt and acceptance of a User's Contribution, the Smart Contract System will allocate a corresponding amount of DATAcoins to the User's Ethereum address. The DATAcoins will be untransferable until they are released as set out in paragraph 27.

24. **Undistributed tokens**: Any DATAcoins in Pool A that have been created but for which no Contribution has ultimately been received shall be allocated to Streamr and shall be further disposed of at Streamr's discretion for purposes of the long-term benefit of the Streamr Project.

25. **No Refund:** The User understands and accepts that all Contributions are final and may not be reversed. Contributions that entitle a User to DATAcoins are non-refundable. Any Contributions that do not entitle the User to DATAcoins (e.g. due to the amount of Contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the sending address. By contributing to the Streamr Project, the User acknowledges that he/she/it has no right to request a refund for any reason, and that the User will not receive money or other compensation for any DATAcoin that is not used or remains unused. Streamr shall not be liable for any losses caused by the User attempting to Contribute from an exchange, smart contract or other non-standard single access address.

26. **Ensure the use of the original Smart Contract System:** Only the Smart Contract System(s) will allocate DATAcoins. To the extent that any third-party website, service or smart-contract offers DATAcoins during the Crowdcontribution Period or facilitates the allocation or transfer of DATAcoins in any way during the Crowdcontribution Period, such third-party websites or services are, unless explicitly mentioned in these Terms, not authorised by Streamr and have no relationship in any way with Streamr.

27. **Transferability of DATAcoins:** The Users will not be able to transfer DATAcoins until the DATAcoins have been released. The DATAcoin transferability will be released at Streamr's discretion when the Crowdcontribution Period is over and all DATAcoins

(including the DATAcoins from the private pre-contribution and the Pre-contribution) have been allocated and distributed; the process is currently expected to take a few weeks after the conclusion of the Crowdcontribution Period. The DATAcoins in Pool B (which are or will be allocated to Streamr Team Members) shall become transferable one (1) year after the end of the Crowdcontribution Period (or such longer time as determined by Streamr in its full discretion).

2.3. Pre-Allocation of DATACOIN

28. The User understands and accepts that at least 35% of the Total DATAcoin Token Supply will not be allocated to participants of the contribution event but as set forth below:

- **150,000,000 DATAcoins (i.e. at least 15% of the Total DATAcoin Token Supply, Pool B)** will at Streamr's discretion be allocated and distributed to Streamr Team Members and their transferability is restricted as set out in these Terms.

- **150,000,000 DATAcoins (i.e. at least 15% of the Total DATAcoin Token Supply, Pool C)** will be allocated to Streamr.

- **30,000,000 DATAcoins (i.e. at least 3% of the Total DATAcoin Token Supply, Pool D)** will at Streamr's discretion be allocated and distributed to partners and advisors of the Streamr Project.

- **20,000,000 DATAcoins (i.e. at least 2% of the Total DATAcoin Token Supply, Pool E)** will be allocated to Streamr for distribution to the community of the Streamr Project (via rewards, airdrops etc.). The effective distribution will be fully at the discretion of Streamr.

2.4. DATAcoin Token Functionality

29. DATAcoin is only for use in connection with the Streamr Project under the terms of the Smart Contract System and only constitutes a transferable representation of attributed functions specified in the Smart Contract System.

30. DATAcoin is a usage token which enables users to participate on the Streamr Platform. In practice, DATAcoin may act as a usage token in the Streamr network and a settlement token on the Streamr marketplace.

31. Ownership of a DATAcoin carries no rights express or implied other than the right to use the DATAcoin as a means to enable usage of and interaction with and within the Streamr Platform, if successfully completed and deployed (see section 3). Beyond this, ownership of a DATAcoin carries no rights express or implied. In particular, the User understands and accepts that as a holder of DATAcoins, he/she/it has no right to claim any ownership right or stake, intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the Streamr Project and/or Streamr. Through the allocation of DATAcoins to a User, the User receives no right to receive any revenues generated by the intellectual property rights developed as part of the Streamr Project or any other assets. The User understands and agrees that the sole

and exclusive usage rights of these intellectual property rights are retained by Streamr and/or its affiliates.

2.5. Representations and Warranties of User

32. By making the Contribution, the User represents and warrants that:

- the User is not a citizen or resident of a country, whose legislation conflicts with obtaining or distributing cryptographic tokens such as DATAcoin, the contemplated allocation of DATAcoins and/or the Streamr Project in general;

- the User is not a citizen or resident of the United States, Japan or Finland;

- the User is not a resident or citizen of, or located in a geographic area that is subject to UN, US, EU, Swiss or any other sovereign country sanctions or embargoes;

- any Funds used for the Contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or 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;

- 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;

- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;

- the User understands and accepts that there is no warranty or assurance that the network of miners will allocate the DATAcoins to the Users as proposed by these Terms;

- the User has carefully reviewed the Smart Contract System Code located on the Ethereum blockchain at the addresses set forth on the Streamr Project website and fully understands and accepts the functions implemented therein;

- the User is legally permitted to make the Contribution in order to create and obtain DATAcoins in the User's jurisdiction;

- the User uses cryptographic wallet software or a wallet service provider that technically supports the DATAcoin and ERC20 standard. The User understands and accepts, that failure to assure this may have the result that User will not gain access to his DATAcoins;

- the User is legally permitted to receive software and transfer Funds for the purpose of contributing to the development of the Streamr Project;

- the User is of a sufficient age to legally allocate and obtain DATAcoins;

- the User will take sole responsibility for any restrictions and risks associated with receiving, holding, transferring or using DATAcoins;

- the User is not Contributing the Funds to obtain DATAcoins for the purpose of speculative investment;

- the User is not obtaining or using DATAcoins for any illegal purposes;

- the User is purchasing the functionality of the DATAcoins primarily to support the development, testing, deployment and operation of the Streamr Project, being aware of the commercial risks associated with the Streamr Project;

- the User waives the right to participate in a class action lawsuit or a classwide arbitration against any entity or individual involved with the creation of DATAcoins or otherwise involved with the Streamr Project;

- the User understands that participation in the Crowdcontribution 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;

- the User understands that the Contribution of Funds, the allocation and distribution of DATAcoins and the development of the Streamr Project carries significant financial, regulatory and reputational risks as further set forth in section 5;

- the User understands and expressly accepts that there is no warranty whatsoever on the DATAcoins, the Smart Contract System and/or the success of the Streamr Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and DATAcoins are allocated and distributed to and obtained by the User 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 understands that the User has no right against any other party to request any refund of the Funds Contributed for the allocation and distribution of the DATAcoins under any circumstance;

- the User understands that with regard to DATAcoin, no market liquidity (including the existence of a marketplace where DATAcoins can be transferred) may be guaranteed and the value of DATAcoin may over time experience extreme volatility or depreciate in full;

- the User understands that the User bears the sole responsibility to determine if the User's transfer of Funds, the creation, allocation, ownership or use of DATAcoin, the potential appreciation or depreciation in the value of DATAcoin over time and/or any other action or transaction related to the Streamr Project have tax implications for him/her/it; by receiving, holding, transferring or using DATAcoin, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising

from the distribution, allocation, ownership or use of DATAcoins or any other action or transaction related to the Streamr Project.

33. As part of the DATAcoin allocation process, the User will use his/her/its own account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to protect the access to the use of the User's private key. Following the creation of DATAcoins in Pool A by the Smart Contract System, for User's participating in the Crowdcontribution, the DATAcoins will be transferred to the address from which the Contribution was made. In order to receive the DATAcoins, the User shall ensure that he supplies his own Ethereum address and not, e.g., the address of a currency exchange like Poloniex, Coinbase, Bitfinex etc. The User understands that the User must keep his password and private key safe and that the User may not share them with anybody. The User further understands that if his/her/its private key, password and/or back-up seed is lost or stolen, the User may not be able to generate a new password or recover his/her/its private key, and if the User also loses his private keys and password, the DATAcoins associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there may be no recovery mechanism for lost keys, passwords and/or back-up seeds, so no one may be able to provide the User with access to any DATAcoin on accounts whose private key, password and/or back-up seed has been lost.

3. Streamr Project Execution

34. The User understands and accepts that the development and execution of the Streamr Project will be performed by Streamr. For these purposes, Streamr shall be entitled to the full amount of Contributed Funds (less costs) and to the Pool C of DATAcoins (as well as Pools D and E which may be allocated and distributed by Streamr as set out in paragraph 21). These amounts cover expenses, charges and other costs that may arise by Streamr as part of the development and execution of the Streamr Project. Streamr has the right to engage subcontractors to perform the entire or partial development and execution of the Streamr Project. The scope of the development work will be triggered by the aggregate amount of Contributions received, as indicatively laid out in the Whitepaper; provided, however, that Streamr shall have full discretion to determine the scope of development work. It remains at Streamr's sole discretion to decide how to allocate the funds in order to develop and execute the Streamr Project.

35. The User understands and accepts that the User may not have any expectation of influence over governance on the Streamr Project.

36. The User understands and accepts that the Streamr Project will need to go through substantial development work which may result in significant conceptual, technical and commercial changes before release. The User understands and accepts that as part of the development, an upgrade of the DATAcoin token may be required (a so-called hard-fork of the DATAcoin token) and that, if the User decides not to participate in such upgrade, he/she/it may no longer use his DATAcoins and that any non-upgraded DATAcoins may lose their functionality in full.

4. Audit of the Smart Contract System

37. The Smart Contract System has been, on a reasonable effort basis, audited and approved by a technical expert. The technical expert has confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.

38. However, the User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and/or the DATAcoins are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of Funds and/or DATAcoin.

5. Risks

39. The User understands and accepts the risks associated with Contributing Funds to the Smart Contract System and the creation and distribution of DATAcoins as exemplary set forth above and hereinafter. In particular, the User understands and accepts the non-exhaustive list of inherent risks:

▪ **Risk of software weaknesses**: The underlying software application and software platform (i.e. the Ethereum blockchain) are still in an early development stage and unproven, and there are no warranties or covenants that the process for creating or distributing DATAcoins will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Funds and/or DATAcoins.

▪ **Risk of cryptographic weaknesses**: The blockchain and all software dependant thereon, such as the Streamr Project and DATAcoin are based on the effectiveness and reliability of cryptographic solutions. However, cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the Streamr Project and DATAcoin. This could result in the theft, loss, disappearance, destruction or devaluation of the DATAcoins held by the User.

▪ **Regulatory risk**: The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the Streamr Project, including its termination and the loss or devaluation of DATAcoins held by the User.

▪ **Risk of insufficient information**: The Streamr Project is at a very early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical

specifications and parameters could be updated and changed frequently and constantly. While the Whitepaper contains the up-to-date key information related to the DATAcoin at the date of the Whitepaper, it is not complete or final and is subject to adjustments and updates that Streamr may make from time to time. Streamr is not in a position, nor obliged, to keep the Users closely posted on every detail of the Streamr Project's development (including its progress and expected milestones, whether rescheduled or not) and therefore will not necessarily provide the Users with timely or full access to all the information relating to the Streamr Project that may emerge from time to time.

▪ **Risk of abandonment / lack of success**: The creation and distribution of the DATAcoins and the development of the Streamr Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The DATAcoin is not expected to be popular, prevalent or widely used soon after its launch. The DATAcoin and the Streamr Project may remain marginalised in the long run, appealing to only a minimal portion of users (if any). There is thus no assurance that, even if the Streamr Project is partially or fully developed and launched, the User will receive any benefits through the DATAcoin held by him/her/it.

▪ **Risks related to unverified source code**: The source code of the Streamr Platform may be licensed under open-source license terms and any party related or unrelated to the Streamr Project can propose updates, amendments, alterations or modifications to the source code. Streamr may not be able to verify or guarantee the precise results of such updates, amendments, alterations or modifications and as a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the Streamr Project or the DATAcoin value.

▪ **Risks related to competition**: The source code of the Streamr Platform may be licensed under open-source license terms. As a result, anyone can legally copy, replicate, reproduce, engineer, modify, improve or otherwise utilise the source code and/or underlying source code of the Streamr Platform in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of Streamr's control and may consequently compete with or even overshadow or overtake the Streamr Project, which may adversely affect the Streamr Project or the DATAcoin value.

▪ **Risk of withdrawing partners**: The feasibility of the Streamr Project depends strongly on the collaboration of banks and other crucial partners of Streamr. There is therefore no assurance that the Streamr Project as a whole or parts thereof will be successfully executed as set out in these Terms or otherwise.

▪ **Risk associated with other applications**: The Streamr Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which DATAcoins will have no intrinsic value.

▪ **Risk of loss of private key**: DATAcoins can only be accessed by using an Ethereum wallet with a combination of the User's account information (address), private key, password and any other protection used by the User. If the User's private key file, password or the back-up seed is lost or stolen, the DATAcoins associated with the User's account (address) or password may be unrecoverable and permanently lost.

- **Third party risk**: Streamr may use Bitcoin Suisse and/or other third parties to manage and operate the Pre-contribution and Crowdcontribution processes. Streamr has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.

- **Risk of theft**: The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain), or other assets of the Streamr Project, may be exposed to attacks by hackers or other individuals that could result in theft or loss of DATAcoins or Funds, which may lead to a loss or devaluation of Funds and/or DATAcoins and the ability to develop the Streamr Project.

- **Risk of Ethereum mining and other malicious attacks**: As with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining and other malicious attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of DATAcoin transactions, and expected proper execution and sequencing of contract computations.

- **Risk of changes in Smart Contract System**: The network of miners (or, in the future, potentially a network of staking nodes) will be ultimately in control of the Smart Contract System. A majority of these miners could agree at any point to make changes to the Smart Contract System and to run the new version of the Smart Contract System, which could lead to reduced functionality of the Streamr Platform and/or devaluation of DATAcoins.

- **Risk of incompatible Wallet service:** The cryptographic wallet software or wallet service provider of the User must be technically compatible with the DATAcoin. The failure to assure this may lead to the User being unable to gain access to his DATAcoins.

6. Taxation

40. The User bears the sole responsibility to determine if the Contribution to the Smart Contract System; the creation, allocation, ownership and use of DATAcoins or the purchase and thereof after allocation and distribution; the potential appreciation or depreciation in the value of DATAcoins over time; and/or any other action or transaction related to the Streamr Project have tax implications for him/her/it.

41. By receiving, holding, transferring or using DATAcoins, to the extent permitted by law, the User agrees not to hold any third party (including Streamr Team Members as well as other developers, auditors, contractors or founders associated with the DATAcoin, the Smart Contract System, the Streamr Project or Streamr) liable for any tax liability associated with or arising from the creation, allocation, distribution, ownership or use of DATAcoins or any other action or transaction related to the Streamr Project.

7. No Liability

42. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any Streamr Team Members or other developers, auditors, contractors or founders associated with the DATAcoin, the Smart Contract System, the Streamr Project and/or Streamr liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, DATAcoin, the Smart Contract System and/or the Streamr Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). The User further acknowledges and agrees that the Streamr Team Members or other developers, auditors, contractors or founders associated with the DATAcoin, the Smart Contract System, the Streamr Project and/or Streamr shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the DATAcoin, the Smart Contract System and/or the Streamr Platform.

43. The User further specifically acknowledges that Streamr Team Members or other developers, auditors, contractors or founders associated with the DATAcoin, the Smart Contract System, the Streamr Project and/or Streamr are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using DATAcoins rests entirely with the User.

44. By receiving, holding, transferring or using DATAcoins, and to the extent permitted by law, the User agrees not to hold any third party (including Streamr Team Members and other developers, auditors, contractors or founders associated with the DATAcoin, the Smart Contract System, the Streamr Project and/or Streamr) liable for any regulatory implications or liability associated with or arising from the creation, allocation, distribution, ownership or use of DATAcoins or any other action or transaction related to the Streamr Project.

8. Miscellaneous

45. The Smart Contract System is located in Alderney. Consequently, the DATAcoin creation and allocation and the assignment of the development and execution of the Streamr Project to Streamr are considered to be executed in Alderney.

46. The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

47. The Terms govern the creation, allocation, distribution, ownership and use of DATAcoins and supersede any public statements and other documentation about the launch of DATAcoin and/or the Smart Contract System made by anyone in the past, present and future.

48. The applicable law is Swiss law. Any dispute arising out of or in connection with the creation, allocation, distribution, ownership or use of DATAcoins, or the development

and execution of the Streamr Project shall be finally settled by the ordinary courts of the registered domicile of the defendant.