Early Contribution Agreement

Preamble

1. Whereas KCY promotes and develops new technologies and applications, especially in the fields of new open and decentralized software architectures. A dominating, but not exclusive focus of KCY is set on the promotion and development of the so-called KickCity protocol and the related technologies, as well as the promotion and support of applications using such protocol the "**KickCity Protocol**". KickCity is developing a blockchain based protocol aimed at Connecting people through Reward-based communities on Blockchain (the "**KickCity Project**").

2. Whereas KickCity intends to conduct a smart-contract based crowd-contribution for the purpose of raising capital which it will deploy on the development of the KickCity Protocol and the KickCity Project and to meet various operating expenses of KickCity. The number of KickCity Tokens (KCY) to be offered during smart-contract based crowd-contribution and/or the exchange rate / price will be decided following a valuation by the WINGS community on the WINGS platform. In order to protect the contributor, it is clarified that the minimum KCY crowd-contribution token price shall be as listed in Clause 8.

3. Whereas in return for a contribution to the KickCity Project, contributors shall receive a cryptographic token the "**KickCity Token**" (KCY) issued by the Smart Contract System (as such term is defined in Clause 6 below).

4. Whereas Contributor is interested in making - prior to the start of the crowd-contribution - a contribution to KickCity and receive KCY in return as set out in and on the terms of this Agreement and the Contribution Terms which are expressly incorporated by reference into this Agreement. A copy of the Contribution Terms is set out at Schedule 1 of this Agreement.

The Parties hereby agree as follows:

5. Scope of Collaboration regarding Crowdfunding;

6. Ownership of KCY carries no rights, whether express or implied, other than a limited potential future right or expectation to use the KCY (as further specified below), if and to the extent the KCY token and/or KickCity Protocol and/or KickCity Project have been successfully completed and launched.

7. In particular, Contributor understands and accepts that KCY 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;

8. KCY will deploy a crowd-contribution smart-contract "**Smart Contract System**" which will allocate approx. 32% of all KCY to early contributors.

9. The price attributed to KCY tokens in respect of any early contribution made under this Agreement shall be **1 ETH = 3000 KCY.** In addition, the Contributor shall receive, in respect of any early contribution made under this Agreement, a bonus allocation of KCY tokens equal to **40%**. Contributions to be made under this Agreement shall be made exclusively in ETH. For the sake of transparency, it is hereby clarified that the highest contribution percentage offered to Contributors is **100%.**

10. In consideration for the timely transfer and receipt of the Contribution Amount in accordance with Clause 7 above, KickCity shall allocate KCY to Contributor in accordance with the exchange rate and bonus allocation specified in Clause 8. Delivery of the allocated KCY tokens shall be made to the Contributor after the end of the contribution period by sending KCY tokens to the Ethereum wallet address specified by the Contributor.

11. All taxes (including VAT, if any), charges, levies, assessments and other fees of any kind imposed on the receipt or import of the KCY by Contributor, shall be the sole responsibility of, and for the account of, the Contributor.

12. Subject to the timely transfer and receipt of the Contribution Amount in accordance with the clauses set out above, this Agreement shall remain in full force and effect until the transactions described herein are completed.

13. For the avoidance of doubt, the Contribution Amount shall be non-refundable to the extent not explicitly set forth otherwise in this Agreement.

14. The crowd-contribution shall be capped at maximum $12.5 million in ETH; exact ETH cap to be determined up to 2 days before the crowdfunding based on an the average price of the ETH price during the 7 days before.

KCY Functionality

15. Ownership of KCY carries no rights, whether express or implied, other than a limited potential future right or expectation to use the KCY (as further specified below), if and to the extent the KCY and/or KickCity Protocol and/or KickCity Project have been successfully completed and launched.

16. In particular, Contributor understands and accepts that KCY 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 right:

    b. Any right to receive future revenues, profits, shares, equities, securities or any other form of participation or governance right in or relating to the KCY and/or KickCity Protocol and/or KickCity Project and/or KICKCITY;

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

    d. The provision of any goods and/or services as at the date of this Agreement.

17. KickCity makes no warranties or representations and offers no guarantees (in each case whether express or implied) that the KCY shall confer any actual or exercisable rights of use, functionality, features, purpose or attributes in connection with the KickCity Protocol and/or the KickCity Project.

Risks

18. The Contributor understands and accepts the risks in connection with making a Contribution to KickCity and creating KCY. In particular, the Contributor understands the inherent risks listed here and after as well as in the Contribution Terms.

    *   **Risk of software weaknesses**: The Contributor understands and accepts that the Smart Contract System concept, the underlying software application and software

platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating KCY will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or KCY.

- **Regulatory risk**: The Contributor understands and accepts that the blockchain technology allows new forms of interaction and that 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 KCY and/or KickCity Protocol, including its termination and the loss of KCY for the Contributor.

- **Risk of abandonment / lack of success**: The Contributor understands and accepts that the creation of the KCY and the development of the KCY and/or KickCity Protocol 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 Contributor therefore understands that there is no assurance that, even if the KCY and/or KickCity Protocol is partially or fully developed and launched, the Contributor will receive any benefits through the KCY held by him.

- **Risk associated with other applications**: The Contributor understands and accepts that the KCY and/or KickCity Protocol may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the KCY will have no intrinsic value.

- **Risk of loss of private key**: KCY can only be accessed by using an Ethereum wallet with a combination of Contributor's account information (address), private key and password. The private key is encrypted with a password. The Contributor understands and accepts that if his private key file or password respectively gets lost or stolen, the obtained KCY associated with the Contributor's account (address) or password will be unrecoverable and will be permanently lost. Additionally, any third party that gains

access to the Contributors private key, including by gaining access to the login credentials relating to the Contributor's Ethereum wallet, may be able to misappropriate the Contributors KCY.

- **Risk of theft**: The Contributor understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of KCY or ETH, impacting the ability to develop the KCY and/or KickCity Protocol.

- **Risk of Ethereum mining attacks**: The Contributor understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining 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 KCY transactions, and expected proper execution and sequencing of contract computations.

- **Risk of incompatible Wallet service:** The Contributor understands and accepts that the wallet or wallet service provider used for the contribution, has to be technically compatible with the KCY. The failure to assure this may have the result that Contributor will not gain access to his KCY.

- **Additional Risks as provided under the Contribution Terms attached at Schedule 1 hereto.**

Contributor Warranties and Representations

19. Contributor hereby warrants and represents that: a. the Contributor has the necessary authority and consent to enter into this Agreement and perform the obligations set out herein;

20. The acceptance of and entry into this Agreement (which includes the Contribution Terms) does not result in any violation of, be in conflict with, or constitute a material default under:

a. Any provision of the Contributor's constitutional or organization documents (in the case of a corporate entity including, without limitation. any company or partnership);

b. Any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or

c. Any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;

21. Making a contribution and receiving KCY under this Agreement is not unlawful or prohibited in the Contributor's jurisdiction or in any other jurisdiction to which the Contributor may be subject;

22. Any contribution made under this Agreement is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities, and the Contributor shall not use the KCY to finance, engage in, or otherwise support any unlawful activities; and

23. The transfer of the Contribution Amount shall be made from an Ethereum wallet address registered in the name of the Contributor or a person who is duly authorised by the Contributor to transfer the Contribution Amount to KCY in accordance with clause 7 above.

Indemnification and Liability

24. Subject to the remaining clauses of this section 5 (Indemnification and Liability), each Party shall indemnify, defend and hold harmless the other Party (including that Party's employees, officers, directors, shareholders, affiliates, agents, representatives, predecessors, successors and assigns) against any third party claims which arise out of the breach of the other Party's obligations under this Agreement.

25. Subject to Clause 19 above, and except in the event of any damage caused by a Party's wilful default and/or gross negligence, in no circumstances shall either Party be liable to the other Party (whether in contract, tort, breach of statutory duty, restitution or otherwise) for any of the following types of losses:

    a. Any loss of profits, loss of business, loss of revenue or income, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated savings or like loss; and incidental, indirect, consequential, special or punitive losses and damages, in each case regardless of the cause of action, whether a Party was advised of the possibility of such losses arising and/or whether such losses were foreseeable.

26. For the avoidance of doubt, Clause 20 does not exclude or limit the liability of either Party for any losses for which it would be unlawful to exclude or limit liability.

27. Without prejudice to the foregoing clauses of this section 5 (Indemnification and Liability), KCY's maximum aggregate liability to the Contributor under or in connection with this Agreement shall not exceed the Contribution Amount.

Confidential Information / Media Release

28. Notwithstanding any other provision of this Agreement (including the Contribution Terms), the Parties agree to hold each other's Confidential Information (as such term is defined in Clause 24 below) confidential for a period of three (3) years following the date of this Agreement or any rescission, termination or repudiation hereof. The Parties agree, that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose

other than the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

29. "**Confidential Information**" shall mean in relation to a Party, all material and information that has or will come into possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated confidential. The content of this Agreement, not including the fact that it has been entered into, shall also constitute Confidential Information. A Party's "Confidential Information" shall not include information that:

    i. Is or becomes a part of the public domain through no act or omission of the other Party;

    ii. Was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;

    iii. Is lawfully disclosed to the other Party by a third party without restriction on disclosure;

    iv. Is independently developed by the other Party;

    v. Is required to be disclosed by any judicial or governmental requirement or order (provided that recipient timely advises the disclosing Party of the governmental demand for disclosure).

30. Without the prior written consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name, logo or other intellectual property rights of the other Party without having obtained its prior written consent.

31. Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this section 6 (Confidential Information / Media Release) by the other Party. Accordingly, each Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of the terms of this section 6 (Confidential Information / Media Release) of this Agreement.

Miscellaneous

32. This Agreement (including the Contribution Terms) constitutes the entire agreement between the Parties in relation to its subject matter and should be read and construed as one document. It replaces and extinguishes 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, in relation to that subject matter.

33. In the event of any conflict between the terms set out in this Agreement and those set out in the Contribution Terms, the terms set out in this Agreement shall take precedence.

34. Each Party acknowledges that in entering into this Agreement, it has not relied on any oral or written statements, warranties, assurances representations, or undertakings which were made by or on behalf of the other Party in relation to the subject matter of this Agreement at any time before its signature ("**Pre-Contractual Statements**") other than those set out in this Agreement and/or the Contribution Terms. Each Party hereby waives all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

35. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

36. If any court determines that any provision of this Agreement (including the Contribution Terms) is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement (including the Contribution Terms) invalid or unenforceable and this Agreement (including the Contribution Terms) shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

37. Nothing contained in the Agreement (including the Contribution Terms) shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.

38. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Switzerland Law.

39. The Parties irrevocably agree that any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be exclusively settled by the courts.