

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale are entered into between the company GLOBEES, a simplified joint-stock company registered in France, with a capital of 10.000 euros, registered in the Trade and Companies Register of Nanterre under number 917 849 382, whose registered office is located at 43 B AV VLADIMIR ILITCH LENINE, 92000 NANTERRE (“**GLOBEES**” or “**our**” or “**us**”) and the natural or legal person purchasing GLOBEES’ tokens (“**Client**” or “**your**” or “**you**”).

GLOBEES and the Client are hereinafter, individually, or collectively designated as “**Party**” or “**Parties.**”

### ARTICLE 1. GENERAL PROVISIONS

These GTC apply fully and automatically to the commercial operation “GLOBEES PUBLIC SALE” involving the sale of tokens (“**Operation**”) towards its Clients.

**THE GTC FORM A CONTRACT BETWEEN THE CLIENT AND GLOBEES FOR THE PURPOSES OF THE OPERATION. BY CHECKING THE BOX: "I accept these General Terms and Conditions" AND BY ACCEPTING THEM WHEN ORDERING, THE CLIENT ACKNOWLEDGES THAT HE IS BOUND BY THE ENTIRE GENERAL TERMS AND CONDITIONS.**

All the details on the Operation are available in the WhitePaper available on the website: <https://globees.fr>.

The Client confirms his/her commitment by having received all the necessary information of an economic, financial, cyclical, and technical nature enabling him/her to assess the nature and scope of this contractual commitment. The Client is able to assess the constraints of the market and the development prospects as reflected in the framework of the WhitePaper.

This information is private and intended only for investors who have expressed their interest in our Operation. You are asked to keep this information confidential, and not to share it on any network. This is not investment advice; all investors should do their own research.

### ARTICLE 2. DEFINITIONS

As used in this GTC, words or phrases beginning with a capital letter, whether used in the singular or plural, shall have the following meaning:

- “**AML**”: refers to the anti-money laundering verification as required in article L561-2 and following of the French Monetary and Financial Code;
- “**Blockchain**”: refers to an open-source IT protocol over which GLOBEES has no rights or liability in terms of development and operation. The Token distribution mechanism will be controlled by a

smart contract; this involves a computer program that can be executed on a blockchain network that is compatible with smart contract programming language. GLOBEES has no control, right or liability over the operation of the protocol and the blockchain network;

- **“Crypto-asset”**: refers to any token, asset, currency in which transactions are verified and records maintained by a decentralized system using cryptography, rather than by a centralized authority;
- **“Dissolution Event”**: refers to (i) a voluntary termination of operations of GLOBEES, (ii) a general assignment for the benefit of GLOBEES’ creditors or (iii) any other liquidation, dissolution or winding up of GLOBEES, whether voluntary or involuntary;
- **“GTC”**: refers to the present general terms and conditions defining the terms and conditions of purchasing of Tokens by the Clients;
- **“Intellectual Property Rights”**: refers to every patent, right on inventions, copyrights and related right, moral right, trademarks, trade, commercial names and domain names, design rights, computer software rights, database rights, confidential information rights (including know-how and trade secrets), and any other intellectual property rights, whether registered or unregistered, including all applications (or rights of application), renewals or extensions of such rights and all similar or equivalent rights or forms of protection in force or to come into force;
- **“KYC/KYB”**: refers to the “Know Your Customer” and “Know Your Business” procedure of verification, as required by AML procedure.
- **“Order”**: refers to any act of purchasing Tokens by the Clients;
- **“Public Sale”**: refers to period of time when the token is launched in the market and is made available to all customers for purchase;
- **“Prohibited Person”**: refers to a person who is not eligible to purchase Tokens under this GTC;
- **“Purchase Amount”**: refers to the amount paid by the Client to GLOBEES for the right units of the Tokens;
- **“Tokens”**: refers to the “\$BEE” utility tokens, created by GLOBEES;
- **“Wallet”**: refers to the digital wallet used by the Client to receive Tokens.

### **ARTICLE 3. PURPOSE**

The Operation covered herewith involves the sale of Tokens by GLOBEES.

It is expressly agreed between the Parties that under the GTC, each Party grants no exclusivity to the other. Therefore, it reserves its right to conclude any other GTC having the same purpose with any third party of its choice.

## **ARTICLE 4. WARRANTIES**

The Parties represent and warrant that each of the information provided in writing under the GTC is true and correct.

Each Party represents and warrants to the other Party, with respect to itself, the following:

- **For the Client, that:**

He/she is a person in good standing under French laws and that it has all the powers and capacities to sign and execute the GTC, and the signing and execution of the GTC have been validly authorized by its competent bodies.

He/she is solely responsible for determining whether the acquisition of Tokens is appropriate for him/her and for seeking any tax, legal, accounting, or financial advice with a view to participating in the Operation. Finally, he/she will not use the Operation and/or Tokens for illegal activities, including, but not limited to, money laundering and terrorist financing.

- **For GLOBEES, that:**

To the best of its knowledge, the origin of the funds paid for any subscription is lawful and does not originate from an activity contrary to the legislation applicable to it and that it has not facilitated the false justification of the origin of the assets or income of the perpetrator of a crime or misdemeanor that has procured the perpetrator a direct or indirect profit, nor provided assistance in an operation to invest, conceal or convert the direct or indirect proceeds of a crime or misdemeanor or the labor of a minor, it being specified that this list is not exhaustive.

## **ARTICLE 5. CONDITIONS OF THE TOKEN SALE (“Exhibit 1”)**

### **5.1. Supply of Tokens**

Tokens will be visible on our decentralized application at the end of the Operation.

Price of the Token: 0.06048 USDC each

Max supply for the Public Sale: 31,250,000 Tokens

Payments can be made in:

- EGLD

### **5.2. Investment Duration**

The token is 100% released from the Public Listing.

### **5.3. Verification**

Before the signature of the GTC by the Client, GLOBEES will:

- require verification of the identity of the Client (legal person or natural person); and
- require, in some situations (examples include, but are not limited to, large transactions, high-risk transactions or inconsistencies according to our records), additional information (examples include, but are not limited to, proof of source of funds).

GLOBEES may determine, at its sole discretion, that it is necessary to obtain certain information about the Client in order to comply with applicable laws or regulations in connection with selling Tokens to the Client. The Client agrees to provide GLOBEES with such information promptly upon request. The Client acknowledges that GLOBEES may refuse to sell Tokens to the Client until the Client provides such requested information and has determined that it is permissible to complete the purchase.

Client represents that all information provided is complete, accurate and true and agrees to update such information immediately if it changes.

If the verification evidence supplied does not meet with AML requirements, GLOBEES will not allow the participation to the Operation and will return possible obtained funds, without interest, to the originating source at the Client's expense, without the Client being entitled to any reimbursement or compensation of any kind.

The Client acknowledges and agrees to release GLOBEES from all and any claims for loss that it may suffer because of this action and hereby waives such claims.

The Client acknowledges and agrees that he/she is aware of the AML reporting requirements and that any report will not be treated as or considered a breach of privacy but as a legal obligation on behalf of GLOBEES.

The Client confirms that he is not a Prohibited Person.

Under AML law and regulation, GLOBEES has an obligation to report any Client whom he has reason to believe may be in breach of AML, which would include reporting the matter to the appropriate authority and divulging the Client's name and details.

GLOBEES reserves the right to refuse on any or no grounds, any Token ordering, at its absolute discretion, including but not limited:

- if the Client fails to complete any of the requested details required in the Order;
- if, to the complete satisfaction of GLOBEES, the Client's identity cannot be verified;
- if any regulatory changes become adverse to the issuing of the Tokens;
- if the Client fails to give accurate or gives false information on the Order; or
- if the Client is a Prohibited Person.

#### **5.4. Rights of the Parties**

The Client is not entitled, as a holder of the Tokens subject to these GTC, to vote or receive dividends or be deemed the holder of capital stock of GLOBEES for any purpose, nor will anything contained herein be construed to confer on the Client, as such but not limited to, any of the rights of a stockholder of GLOBEES or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting

thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

The Tokens are utility tokens, as opposed to security tokens, so that they are not regulated by the provisions applicable to these products by the French Monetary and Financial Code.

## **5.5. Events**

In connection with and prior to the issuance of Tokens by GLOBEES to the Client:

- the Client will execute and deliver to GLOBEES any and all other transaction documents related to this GTC; and
- the Client will provide to GLOBEES a Wallet for which to allocate Client's Tokens upon the Operation.

If there is a Dissolution Event before the expiration or termination of the GTC, GLOBEES will pay an amount equal to the Purchase Amount, due and payable to the Client immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to the rights and preferences of the holders of GLOBEES' preferred stock, as set forth in GLOBEES' Certificate of Incorporation, as it may be amended from time to time.

If immediately prior to the consummation of the Dissolution Event, the assets of GLOBEES that remain legally available for distribution to the Client and all holders of all other Operations (the “**Dissolving Clients**”), as determined by reference to the public addresses holding the Tokens as indicated on the Blockchain, and determined by the president of GLOBEES are insufficient to permit the payment to the Dissolving Clients of their respective Purchase Amounts, then the remaining assets of GLOBEES legally available for distribution, following all distributions to the holders of GLOBEES' preferred stock, will be distributed with equal priority and pro rata among the Dissolving Clients in proportion to the Purchase Amounts they would otherwise be entitled to receive. Any distributed amounts shall be in EGLD to the relevant recipients.

## **ARTICLE 6. ACKNOWLEDGEMENT OF RISKS**

By participating in the Operation, the Client acknowledges that he/she accepts all the risks described in the GTC, including, without limitation, the risks identified in **Exhibit 3**, which the Client acknowledges to be an integral part of this GTC.

## **ARTICLE 7. RESPONSABILITIES**

### **7.1. Client**

The Client hereby acknowledges that the transfer of funds, as well as the use of Tokens, involve risks and that he/she cannot and shall not hold GLOBEES liable for the risks he/she has duly assessed beforehand, nor for any gains or losses incurred.

By participating in the Operation or the use of Tokens and to the extent permitted by applicable law, the Client

agrees that GLOBEES shall not be liable for any consequential damages.

The Client guarantees that he has full legal capacity, power, and authority to execute and deliver this GTC and to perform its obligations hereunder. This GTC constitutes valid and binding obligation of the Client, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

The Client has been advised that it is intended that this GTC will not constitute a security and that the Operation have not been registered under any country's securities laws. The Client is purchasing this GTC for its own account for investment, not as a nominee or agent, and not with a view to, or for the Operation in connection with, the distribution thereof, and the Client has no present intention of selling, granting any participation in, or otherwise distributing the same. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Client's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

The Client represents and warrants that the entering into of this GTC by the Client is being made pursuant to exemptions under, and does not contravene any of the applicable laws in the jurisdiction of which the Client is resident and does not give rise to any obligation of GLOBEES to prepare and file a prospectus or similar document or to register the GTC, or to be registered with or to file any report or notice with any governmental or regulatory authority of any kind whatsoever in that jurisdiction.

## **7.2. GLOBEES**

To the fullest extent permitted by applicable law, in no event will GLOBEES be liable to the Client or any third party for any special, indirect, incidental, exemplary, punitive, or consequential losses, liabilities, costs or expenses of any kind arising out of or in connection with this GTC, whether arising in contract, tort (including negligence) or otherwise, even if GLOBEES had been advised of the possibility of the same arising. The Parties agree that other than for those types of losses, liabilities, costs, and expenses which cannot be limited or excluded by operation of applicable law, the total aggregate liability of GLOBEES to the Client (or any of its group companies) for any and all losses, liabilities, costs, or expenses arising out of or in connection with this GTC shall not exceed the value of the Purchase Amount.

The Client acknowledges and agrees that there is no guarantee given by GLOBEES or any other entity that the Tokens will be sold, and if applicable, that they can be resold at a specific price. The Client agrees that, by entering into this GTC, it represents that he/she is able to assess the risks within the Crypto-asset markets and that is aware of the merits and risks around token launches and the prospects of success in developing or launching GLOBEES network or any venture substantially similar to that.

The Client acknowledges that, as at the date of this GTC, it has been provided with the Whitepaper which details the broad arrangements relating to GLOBEES network and the Tokens, including the Operation.

The execution, delivery, and performance by GLOBEES of this GTC is within the power of GLOBEES and, other than with respect to the actions to be taken when Tokens are to be issued to the Client, has been duly authorized by all necessary actions on the part of GLOBEES. This GTC constitutes a legal, valid, and binding obligation of GLOBEES, enforceable against GLOBEES in accordance with its terms, except as limited by

bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of GLOBEES, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to GLOBEES, or (iii) any material indenture or contract to which GLOBEES is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on GLOBEES.

To the knowledge of GLOBEES, the performance and consummation of the transactions contemplated by this GTC do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to GLOBEES; (ii) result in the acceleration of any material indenture or contract to which GLOBEES is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of GLOBEES or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to GLOBEES, its business or operations.

#### **ARTICLE 8. FINANCIAL CONDITIONS**

GLOBEES will accept payment for the Tokens purchased under this GTC in EGLD. Client shall make the required payment to GLOBEES in consideration for Client's purchase of the Tokens pursuant to the GTC.

For purposes of this GTC, the value of the Purchase Amount shall be deemed in the currency paid by the Client pays, valued at the Applicable Exchange Rate.

Each Party will remain solely responsible for the tax consequences that may arise from this GTC. GLOBEES could not be liable for any tax consequence that would not have been foreseen by the Client.

#### **ARTICLE 9. PROHIBITED PERSONS**

Persons from the following countries will be ineligible to purchase Tokens during the Operation: Afghanistan, Albania, Belarus, Bosnia & Herzegovina, Burundi, Central African Republic, Côte d'Ivoire, Cuba, Democratic Republic of Congo, Ethiopia, Guinea, Guinea-Bissau, Guyana, Iran, Iraq, Lao PDR, Lebanon, Liberia, Libya, Myanmar (Burma), North Korea, North Macedonia, Serbia, Somalia, South Sudan, Sri Lanka, Syria, Thailand, Trinidad and Tobago, Tunisia, Uganda, Ukraine, United States of America (USA), United States Minor Outlying Islands, Vanuatu, Venezuela, Yemen, and Zimbabwe.

Persons under the age of eighteen (18) and Politically Exposed Persons (PEP) will be ineligible to purchase Tokens during the Operation.

#### **ARTICLE 10. WITHDRAWAL PERIOD FOR NON-PROFESSIONAL CLIENTS**

No right of withdrawal may be exercised by the Client for Services. Indeed, according to article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for contracts of "*supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the professional and which may occur during the withdrawal period*".

#### **ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS**

With respect to the GTC, GLOBEES will own all Intellectual Property Rights, interest and title to the Tokens and all materials related thereto.

The technical and technological resources and expertise used to design both Tokens and documents of any nature, shall remain the exclusive property of GLOBEES regardless of whether they are protected under an intellectual property clause.

Any document, listing, database, etc., in its entirety, is given to the Client in return for payment or free of charge solely as a loan for use that exclusively enables them to make their Order, under or not a separate availability and/or non-disclosure agreement that forms an integral part of these GTC and may not be used by the Client for any other purpose without incurring their liability.

The Client shall not copy, imitate, modify, alter, amend, or use any such content subject to Intellectual Property Rights protection without the prior written consent of GLOBEES.

## **ARTICLE 12. PERSONAL DATA**

In accordance with the amended law n°78-17 of 6 January 1978 relating to information technology, files, and freedoms, known as the "Loi informatique et Libertés", and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data ("GDPR"), Clients are informed that GLOBEES carries out automated processing of their personal data to allow them to access and use the service and GLOBEES to execute the service.

These data can be transmitted to the subcontractors of GLOBEES who contribute to these relations for their management, execution, treatment, and payment.

Each Client has the right to access, modify, rectify, limit, port and delete data concerning him/her, as well as the right to object.

To this end, they should contact the support department by email at the following address: [contact@globees.fr](mailto:contact@globees.fr)

For more information, GLOBEES invites Clients to read the Privacy Policy accessible on the website. The said policy is an integral part of the General Terms and Conditions. Acceptance of the General Terms and Conditions implies acceptance of the related Privacy Policy.

## **ARTICLE 13. FORCE MAJEURE**

Explicitly, are considered as force majeure or fortuitous events, those usually retained by case law of French courts, as well as the following non-cumulative events: war, riot, fire, internal or external strikes, lock-out, occupation of the premises of either Party, inclement weather, earthquake, flood, water damage, legal or governmental restrictions and/or measures including any restriction or measure including a movement limitation, legal or regulatory changes forms of marketing, accidents of all kinds, epidemic, pandemic of an emerging infectious disease, disease affecting more than ten percent (10%) of the staff of one or the other Party within a period of two (2) consecutive months, absence of energy supply, partial or total shutdown of the



Internet network and, more generally, of public or private telecommunications networks, blocking of roads, impossibility of supplying supplies and any other case beyond the express will of the Parties preventing the normal performance of the GTC.

The Parties cannot be held liable in case of non-performance or delay in the performance of any of their obligations as described herein, results from a case of force majeure as defined by article 1218 of the French civil code.

Force majeure only releases the Party which evokes it from its contractual obligations to the extent and during the time when it is prevented from performing it.

The Party concerned by a case of force majeure must immediately notify the other Party by any means, of its inability to perform its obligations and justify it to the latter by providing all necessary justifications. The other Party reserves the right to check and control the reality of the facts.

The Party invoking force majeure shall do everything in its power to reduce as much as possible the harmful effects resulting from this situation.

However, if the event giving rise to the case of force majeure continues for more than thirty (30) days, definitely preventing one of the Parties to perform its obligations under the GTC, the GTC will be suspended for the duration of the event from the notification by the Party affected by a case of force majeure to the other Party informing it of the impossibility of carrying out its obligations.

The suspension of obligations may in no case be a cause of liability for non-performance of the obligation in question, nor induce the payment of damages or penalties for delay.

In the event that the event lasts for more than three (3) months, definitely preventing one of the Parties to perform its obligations under the GTC, the Party may terminate the contract in writing without incurring its liability and without entitling the other Party to claim any right of recourse or compensation, with GLOBEES retaining previously collected amounts, which are irrevocably acquired.

## **ARTICLE 14. LEGISLATIVE DEVELOPMENTS**

The Client acknowledges and accepts that the Operation is taking place within a French legal environment that is still under development. New laws or rules may subsequently frame, modify or clarify the practice of such operations. Where necessary, should legislative changes conflict with all or part of these terms and conditions, GLOBEES reserves the right to amend the terms of the Operation as appropriate, retroactively, if necessary, in order to ensure that the Operation remains legal and compliant with the various French regulatory bodies.

## **ARTICLE 15. MISCELLANEOUS**

### **15.1. Interpretation**

The titles of the articles of the GTC are used to facilitate understanding and may not be used to interpret the meaning in favor of either Party.

### **15.2. Completeness**

This GTC sets forth the entire GTC and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and GTC, whether oral or written, between them.

Any derogation from the GTC herewith will require the express agreement of both Parties.

### **15.3. Modification**

GLOBEES reserves the right to modify, at any time, the GTC, in order to take into account any legal, jurisprudential, editorial, functional and/or technical evolution of the services.

The version that prevails is the one that is available online on the day the Order is validated.

Any Order by the Client after publication of the modified GTC shall be deemed to be acceptance by the Client of the new GTC.

### **15.4. Partial invalidity**

In the event any one or more of the provisions of this GTC is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this GTC operate or would prospectively operate to invalidate this GTC, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this GTC and the remaining provisions of this GTC will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby. The same principles will apply in the event of incomplete provisions.

### **15.5. Waiver**

The fact that one or the other of the Parties does not take advantage, at a given time, of any of the present conditions of the GTC, cannot be interpreted as a waiver of the right to avail itself subsequently of any of these conditions.

### **15.6. Language of the GTC**

The GTC is drawn up in English, which alone is binding between the Parties.

### **15.7. Proofs**

The files, data and messages recorded in GLOBEES' computer systems shall be accepted as proof of the acts and facts occurring between GLOBEES and the Clients.

The preservation of records shall be presumed, in the absence of proof to the contrary, to have taken place under reasonable security conditions if the messages, data and other documents are systematically recorded on a reliable and durable medium.

## **ARTICLE 16. APPLICABLE AND GOVERNING LAW**

All rights and obligations hereunder will be governed by the laws of France without regard to the conflicts of law provisions of such jurisdiction, and the Parties hereby submit to the exclusive jurisdiction of the courts of France in respect of any dispute arising out of, or relating to, this GTC.

In the event of a difficulty arising from dispute relating to the validity, formation, execution, or interpretation of the GTC, the Parties will endeavor to seek an amicable solution as a priority.

#### **16.1. Non-professional Client**

In accordance with the provisions of article L.211-3 and article L.612-1 of the French Consumer Code, the Client is informed that any dispute that may arise between GLOBEES and him/her concerning the validity, interpretation, execution or non-execution, interruption or termination of the rights and obligations of the GTC, may, after prior written request by the Client to GLOBEES and whose settlement has not been reached, be submitted to the consumer mediation.

It is proposed to have recourse to the following mediator: LE MÉDIATEUR DE L'AMF.

However, the Client and GLOBEES are free to accept or refuse recourse to the consumer mediation. Moreover, the solution eventually proposed by the consumer mediator shall not be binding on the Client and GLOBEES, who may renounce it.

#### **16.2. Professional Client**

In the event of a disagreement between the professional Client and GLOBEES, the Client shall inform GLOBEES by means of a registered letter with acknowledgement of receipt. Upon receipt of said letter, and within a period of two (2) months, GLOBEES shall propose an amicable solution to the dispute. If this attempt fails or if there is no response, the Client may bring its dispute before the competent courts.

The Client and GLOBEES therefore undertake to follow the amicable settlement procedure before bringing the matter before the courts, this attempt at mediation being a condition of admissibility for any legal action.

**ANY DISPUTE RELATING TO THE VALIDITY, PERFORMANCE AND/OR INTERPRETATION OF THE GENERAL TERMS AND CONDITIONS OR THOSE THAT WILL FOLLOW OR RESULT FROM IT SHALL BE SUBJECT TO THE JURISDICTION OF THE COURT OF APPEAL OF NANTERRE, EVEN IN THE EVENT OF APPEAL OR MULTIPLE DEFENDANTS.**

These general terms and conditions are dated on November 22<sup>nd</sup> 2023.

## **EXHIBIT 1**

### **TOKEN SALE THROUGH BHERO LAUNCHPAD**

The present Exhibit 1 establishes the terms and conditions, as well as the procedure and specifications of the \$BEE Token Sale conducted by GLOBEES, a simplified joint-stock company registered in France, with a capital of 10.000 euros, registered in the Trade and Companies Register of Nanterre under number 917 849 382, whose registered office is located at 43 B AV VLADIMIR ILITCH LENINE, 92000 NANTERRE (“GLOBEES” or “our” or “us”) with the technological support of BHero Launchpad (hereinafter referred to as the “Token Sale through Launchpad”). Please read this Annex 1 carefully before moving on the Token Sale through Launchpad. The Exhibit 1 shall be applicable only to the \$BEE Tokens to be sold within the Token Sale through Launchpad. The provisions of Exhibit 1 shall be supplemented with the provisions of the “GTC” and Conditions of Token Public Sale and Use above ( the “GTC”). Any term defined in the “GTC” shall have the same meaning in this Exhibit 1. In case of any conflict between the provisions of Exhibit 1 and the provisions of the Terms, the provisions of this Annex 1 shall prevail with respect to Token Sale through Launchpad.

In what concerns the Token Sale through Launchpad, please note that the role of Synaps with is limited to conducting the identification of the participants of the Token Sale through Launchpad and collecting the KYC/AML information. Please note that You have to read, accept and observe BHero Launchpad Terms and Conditions - User Agreement in connection with the Token Sale through Launchpad. Also, You hereby acknowledge and accept that the Company, BHero Launchpad or any third party KYC service provider used by BHero Launchpad need to undertake certain KYC activities and/or AML verifications, including collecting certain personal data from You. Please read BHero Launchpad Privacy Notice available on their website [www.bhero.com](http://www.bhero.com) , as well as Our Privacy Notice available on the Website. With respect to Token Sale through Launchpad, You acknowledge and agree that: (i) GLOBEES is the seller of Tokens in the Token Sale through Launchpad, (ii) BHero Launchpad Privacy Policy and Terms of Use are applicable to your use of the BHero website, including the collection, use and sharing of registration information, (iii) GLOBEES is not responsible or liable for the acts or omissions of the BHero Launchpad, (iv) GLOBEES is not responsible or liable for, and you hereby release the Company and its affiliates from, any claims, losses, or other liabilities you may incur as a result of your use of the BHero Launchpad website, BHero services, including but not limited to, any claims, losses, or other liabilities in connection with registration information, but excluding, for the avoidance of doubt, any claims, losses or other liabilities arising in connection with the Token Sale.

#### **1. Total Number of \$BEE Token to be Sold within the Token Sale through Launchpad**

GLOBEES expects to sell up to 1 000 000 \$BEE Tokens in the Token Sale through Launchpad.

#### **2. Commencement and Duration of Token Sale**

The token Sale through Launchpad is anticipated to be conducted on December 4th to end upon the earliest to occur of when demand equals the number of offered \$BEE Tokens. The Token Sale through Launchpad will be open only to purchasers who have completed registration. Please note that the Company may modify the Commencement Date and/or the End Date on its sole discretion.

### **3. Token Price**

In the Token Sale through Launchpad, the \$BEE Tokens shall be sold at the price mentioned on Bhero Launchpad.

### **4. Procedures for Purchasing and Receiving Tokens in the Token Sale through Launchpad**

Before purchasing Tokens in the Token Sale through Launchpad, You will be required to successfully pass the KYC/AML registration process and to also review, agree to, and comply with the “GTC”. Every participant is required to successfully complete the registration process and get an approval in order to participate in the Token Sale through Launchpad. Only natural persons may apply for registration and participation in the Public Sale. Within the registration all prospective buyers, irrespective of the intended purchase amount are required to complete a mandatory ID verification process. During the Token Sale through Launchpad, the Company wallet address will only accept crypto-assets from purchaser wallets with adequate crypto-assets balances belonging to persons who have completed registration. Crypto-assets must be sent to the Company wallet address during the Token Sale in order to purchase Tokens. Please note that sending crypto-assets to any other address may result in a loss of crypto-assets. Attempted transactions to purchase Tokens will be rejected if (i) crypto-assets are sent to the GLOBEES wallet address at any time before or after the Token Sale or (ii) you transfer payment from a wallet other than the purchaser wallet you connected or otherwise provided to us during registration. You acknowledge and agree that You are responsible for any gas fee incurred to send crypto-assets to Us. In what concerns the distribution of the purchased \$BEE Tokens, the rules and necessary information shall be mentioned on Bhero Launchpad and/or the Website or Social Media communities.

Please note that if You lose access to your receiving wallet You will lose access to your Tokens.

**EXHIBIT 2**  
**NOTICE TO RESIDENTS OF COUNTRIES**

**NOTICE TO RESIDENTS OF THE UNITED STATES**

THE OPERATION HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS INSTRUMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

**NOTICE TO RESIDENTS OF CANADA**

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**EXHIBIT 3**  
**MAIN RISKS RELATED TO THE OPERATION**

In this exhibit, the main risks related to the Operation are detailed.

**1. Risk related to the loss of identification information**

The Client understands and accepts that the loss, unauthorized access, theft or destruction of his wallet, credentials or private keys may result in the permanent and irrecoverable loss of the Tokens associated with the account, and that neither GLOBEES nor anyone else will be able to access the corresponding Tokens.

**2. Risk related to the experimental nature of the Blockchain**

The Token will be based on the protocols of a Blockchain proposed by GLOBEES. Malfunctions, failures, forks, or abandonments of said protocols may have a significant effect on the Tokens, and the Client acknowledges that GLOBEES is not responsible for such incidents or events.

The mining system of said Blockchain may be subject to attacks, including, but not limited to, double-spending attacks, majority mining power attacks, selfish mining attacks and competitive mode attacks. Client understands and agrees that he/she may not be able to recover any amounts contributed, and that GLOBEES shall not be liable for any such acts of cybercrime.

The Client acknowledges and agrees that such risks could result in the loss of Tokens and agrees that GLOBEES shall have no liability in this regard.

**3. Legal risks**

Crypto assets are subject to regulation in some countries and many others have the ambition to legislate on this subject in the coming years. Within this variable and uncertain legal framework, some jurisdictions may enforce existing regulations on Crypto-Assets or introduce new ones based on blockchain technology, which will affect the use and/or value of Tokens.

The Client understands that GLOBEES may receive requests, notices, demands or decisions, in particular from a regulatory, supervisory, or regulatory authority, or may be obliged to suspend or discontinue the delivery or use of the Tokens when made strictly necessary by such authority.

There is no right to information about GLOBEES and/or the Tokens. Tokens are not legal tender and are not backed by any assets.

Each Client is solely responsible for conducting a legal and tax analysis regarding the contribution and ownership of Tokens based on, among other things, his or her nationality and tax residence.

**4. Non-publication, software, and technical risks**

The functionality of the Platform is under development and may be subject to significant changes prior to its launch (for technical, financial, commercial, marketing, legal, regulatory, or other reasons). Client understands



that the final operation may not be executed within the time frame currently contemplated, or may not be completed or even deployed, or may undergo significant changes, to the extent that the result may not meet Client's expectations.

## **5. Value of Tokens**

The amounts contributed are not guaranteed. Holding Tokens involves a significant capital risk, which the Client acknowledges and accepts.

The value of the Tokens is subject to fluctuations due to market forces and a varying balance of supply and demand.

## **6. Unforeseen risks**

Crypto-assets and cryptographic tokens are a new and unproven technology. In addition to the above risks, there are other risks that GLOBEES cannot identify or foresee, and the Client will need to conduct its own investigation, research, and analysis. Risks may also arise in the form of unforeseen combinations or modifications of the risks set forth herein.