

HUSH ICO (USH) TERMS OF USH TOKEN SALE

THESE TERMS OF USH TOKEN SALE (THE “**TERMS**”) ARE ENTERED INTO BETWEEN THE NATURAL OR LEGAL PERSON PURCHASING USH TOKENS (“**YOU**”) AND HUSH, A *SOCIÉTÉ ANONYME* GOVERNED BY THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG, WITH ITS OFFICES LOCATED AT 1, RUE CÔTE D’EICH, 1450 LUXEMBOURG, WITH A SHARE CAPITAL OF €31000 REGISTERED WITH THE TRADE AND COMPANIES REGISTER OF LUXEMBOURG UNDER NUMBER B214535 (REPRESENTED BY ITS PRESIDENT, ÉRIC CHARPENTIER, DULY AUTHORISED FOR THE PURPOSES HEREIN) OR ANY OF ITS SUBSIDIARY (HUSH AND ITS SUBSIDIARIES TOGETHER, THE “**COMPANY**,” “**WE**,” OR “**US**”). THE COMPANY IS NOT SUBJECT TO SUPERVISION OR REGULATION BY THE LUXEMBOURGIAN *COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER* OR ANY OTHER REGULATORY AUTHORITY IN ANY JURISDICTION. EACH OF YOU AND THE COMPANY ARE REFERRED TO INDIVIDUALLY AS A “**PARTY**” AND COLLECTIVELY AS THE “**PARTIES**”.

THESE TERMS FULLY AND AUTOMATICALLY GOVERN ANY PURCHASE OF USH FROM US BY YOU DURING THE PRE-SALE PERIOD AND/OR THE SALE PERIOD AND SHALL PREVAIL OVER ANY OTHER DOCUMENT ISSUED BY YOU OR US, INCLUDING BUT NOT LIMITED TO THE WHITEPAPER OR ANY OTHER PRESENTATION OR MARKETING DOCUMENT GIVEN FOR INFORMATION PURPOSES ONLY. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY STATEMENT CONCERNING THE COMPANY OR THE PURCHASE OF USH OTHER THAN AS SET FORTH IN THE PLATFORM TERMS AND POLICIES, AND ANY SUCH STATEMENTS, IF MADE, MUST NOT BE RELIED UPON.

PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE USH. BY PURCHASING USH FROM US DURING THE PRE-SALE PERIOD AND/OR THE SALE PERIOD AND/OR BY USING USH IN CONNECTION WITH THE PLATFORM AND/OR SERVICES, YOU EXPRESSLY AND UNCONDITIONNALLY ACKNOWLEDGE AND ACCEPT TO BE BOUND BY THESE TERMS.

THE USE OF USH IN CONNECTION WITH THE SERVICES OR PLATFORM SHALL BE GOVERNED BY ALL APPLICABLE TERMS AND POLICIES PUBLISHED AT ICO.HUSH.LU (COLLECTIVELY, THE “**PLATFORM TERMS AND POLICIES**”). TO THE EXTENT OF ANY CONFLICT WITH THESE TERMS, THE PLATFORM TERMS AND POLICIES SHALL PREVAIL WITH RESPECT TO ANY ISSUES RELATING TO THE USE OF USH IN CONNECTION WITH THE PLATFORM AND/OR SERVICES. THE PLATFORM TERMS AND POLICIES MAY BE AMENDED OR SUPPLEMENTED AT ANY TIME AT THE SOLE DISCRETION OF THE COMPANY.

PROSPECTIVE PURCHASERS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THEIR COUNTRIES OF CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING AND/OR DISPOSAL OF USH, AND ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

THE OFFER AND SALE OF USH IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. THESE TERMS ARE NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY, NOR WILL ANY USH BE OFFERED OR SOLD TO ANY PERSON IN JURISDICTIONS IN WHICH SUCH OFFER, SOLICITATION, PURCHASE OR SALE WOULD BE UNLAWFUL.

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING, HOLDING, AND USING USH IN CONNECTION WITH THE COMPANY, THE SERVICES AND/OR THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE RISKS DETAILED IN EXHIBIT A HEREUNDER. IF YOU HAVE ANY QUESTIONS REGARDING THESE RISKS, PLEASE CONTACT US AT ico-hush@chaineum.com BY PURCHASING USH, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

YOU AND THE COMPANY AGREE AS FOLLOWS

1. USH TOKENS, PLATFORM AND SERVICES

The Company intends to develop and/or is in the process of developing:

- a) a software solution based on decentralized system powered by blockchain that will be accessible by users through a mobile application (the “**Platform**”), on which the Company will offer various banking products and services, including, but not limited to, bank accounts, payment services, money transfers services, fundraising services, insurance products and cryptocurrency wallets (the “**Services**”); and
- b) a token (“**USH**”) acting as (i) a collective governance mechanism for the Platform and Services and (ii) a revenue sharing mechanism between the Company and the token holders.

The Company anticipates that the key components of the Platform will include:

- a) smart contracts on the Ethereum platform for the issuance of USH complying with the ERC20 standard (the “**Smart Contract System**”); and
- b) a set of decentralized applications and blockchain solutions for crypto-currencies-related Services offered on the Platform.

Further details regarding the Platform and Services are described in the Hush whitepaper (the “**Whitepaper**”), which is available at ico.hush.lu. The information contained in the Whitepaper and on the Company’s website are of descriptive nature only, and do not form part of these Terms.

Although the Company intends to develop the Platform and Services in the manner described above, it reserves the right to modify features, functionalities or development plans in its sole and absolute discretion.

The Company will have primary responsibility for the provision of Services and for administering the development of certain aspects of the Platform. However, it is anticipated that certain affiliates and/or other third parties will provide administrative, technical and development services to the Company in connection with the Services and Platform.

2. RIGHTS INCORPORATED IN USH TOKENS

USH incorporates no right, use or attribute, express or implied, other than, once the Platform is developed:

- a) a governance right, i.e. the right, on the community forums of the Platform, to formulate development proposals regarding USH functionalities, and to vote for or against the development proposals formulated by other USH holders; and
- b) a financial reward, i.e. the right to (i) 0.1% of the sum of all the payment transactions (excluding ATM withdrawals) made by the USH holder, (ii) 0.1% of the sum of all payment transactions made with Hush credit cards (excluding ATM withdrawals), *pro rata* the number of USH held by each holder, and (iii) 10% of the net profits (after taxes) arising out of the commercial activities of the Company, *pro rata* the number of USH held by each holder.

In particular, you understand and accept that USH do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation in or relating to the Platform, and/or Company and its corporate affiliates. USH is not intended to be a digital currency, security, commodity or any other kind of financial instrument.

Moreover, USH will not incorporate any practical use in relation with the Platform or Services, and notably that USH holders shall not be entitled to use their USH to obtain any of the Services offered on the Platform. As such, USH do not fall within the category of “utility tokens”.

3. USH TOKEN INITIAL ALLOCATION

The Company will create up to 60.000.000 USH through the Smart Contract System. All USH will be of equal value and functionality. Out of those 60.000.000 USH issued by the Company:

- 6.000.000 USH (i.e. 10% of the total amount of USH issued) will be allocated to a wallet controlled by the Company that will however be frozen (meaning the USH allocated to this wallet will not be obtainable by the Company) until at least 44% of the total amount of USH issued are located on such wallet;
- 3.000.000 USH (i.e. 5% of the total amount of USH issued) will be allocated to a wallet controlled by the Company and to be used in case of emergency;
- 6.000.000 USH (i.e. 10% of the total amount of USH issued) will be allocated to the Company’s management team and advisors;
- 3.000.000 USH (i.e. 5% of the total amount of USH issued) will be used for community initiatives, business development and market growth; and
- 42.000.000 USH (i.e. 70% of the total amount of USH issued) will be allocated during the Pre-Sale and Sale Periods

4. CONDITIONS OF USH TOKEN SALE

The Company’s sale of USH will be carried out in two stages, each beginning on the dates published at ico.hush.lu: a pre-sale period (the “**Pre-Sale Period**”) followed by a sale period (the “**Sale Period**”).

Your purchase of USH from us during the Pre-Sale Period and/or the Sale Period is final. There are no refunds or cancellations available except as may be required by applicable law or regulation. We reserve the right to refuse or cancel USH purchase requests at any time in our sole discretion.

Unless otherwise agreed with the Company, the sale price of 1 (one) USH is equal to (i) 0.70 Euro during the Pre-Sale Period and (ii) 1 (one) Euro during the Sale Period.

USH can be purchased with Ethereum, Bitcoin and Fiat currency. To receive the USH you purchase, you must have an Ethereum wallet that supports the ERC20 token standard. The Company reserves the right to prescribe additional wallet requirements.

The purchase price that you pay for USH is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of USH, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of USH.

5. USH TOKEN PURCHASE CONDITIONS PRECEDENT

USH may only be purchased by purchasers who are Eligible Purchasers, as those terms are defined in Exhibit B hereunder.

To purchase USH, you will be required to:

- a) agree to these Terms by ticking the “*I Agree with the Terms*” checkbox at ico.hush.lu;
- b) confirm that you are an Eligible Purchaser;
- c) agree to provide any further verification of your identity and of the source of the funds used for the purchase, as may be requested by the Company,

provided that we may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling USH to you (including, but not limited to, the information mentioned in Section 9 hereunder). You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell USH to you until you provide such requested information and we have determined that it is permissible to sell you USH under the applicable laws and regulations; and
- d) transfer the relevant amount of Ether, Bitcoin or Fiat currency to the Company’s corresponding wallet address/account which is/are published at ico.hush.lu.

6. USH TOKEN DELIVERY

Within 7 (seven) Business Days after the date of closure of the Sale Period, the Company will trigger a smart contract transaction pursuant to which the Smart Contract System will automatically create and promptly deliver the corresponding USH to the ERC20 wallet address provided by you.

You acknowledge and agree that the smart contracts generated by the Smart Contract System will be governed by the laws of France and subject to the exclusive jurisdiction of the courts of Paris.

You are responsible for implementing reasonable measures for securing your wallets, vaults or any other storage mechanism you may use to receive and hold USH you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your USH. We are not responsible for any such losses.

7. USE OF PROCEEDS FROM USH TOKEN SALE

The Company anticipates that proceeds will be used to cover the following costs:

- 15% of proceeds will be reserved for business development of the Company, ;
- 10% of proceeds will be allocated to strategic partnership, advisors, developers and integration projects;
- 65% of proceeds will be reserved for Platform protocol development;
- 5% of proceeds will be reserved to finance Platform marketing and PR activities; and

- 5% of proceeds will be reserved for operating and other unforeseen expenses.

The Company is not bound by this proceeds allocation scheme, which is reproduced for information purposes only. The Company reserves the right to modify it at any time and in its sole discretion.

8. REPRESENTATIONS AND WARRANTIES

By purchasing USH from us, you represent and warrant that:

- you understand that USH only confer the rights specified above, and do confer any other rights of any form with respect to the Platform, the Services and/or the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- you have read, understood and acknowledged these Terms (including all Exhibits);
- you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of crypto-currencies like Bitcoin and Ether, of token storage mechanisms (such as token wallets), of blockchain technologies and blockchain-related software systems to understand these Terms and to appreciate the risks and implications of purchasing USH;
- you have obtained sufficient information from the Company about USH in order to make an informed decision to purchase USH;
- you understand the restrictions and risks associated with the creation, distribution and functions of USH by the Smart Contract System (i.e. the Ethereum ERC20 protocols intended distribute USH as set forth herein), and acknowledge and assume such risks;
- you are aware of the commercial risks associated with the Company, the Services and the Platform;
- You are not purchasing USH for any other purposes than the rights specified above, including, but not limited to, any investment, speculative or other financial purposes;
- your purchase of USH complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) provisions relating to legal capacity and any other applicable legal requirements for purchasing, holding, and using USH and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- you will comply with any tax obligations applicable in your jurisdiction arising from your purchase of USH;
- if you are purchasing USH on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and such entity will be responsible for any breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- you are not a citizen of or resident or domiciled in the USA, the Republic of Korea or the People's Republic of China or purchasing USH from a location in the USA, the Republic of Korea or the People's Republic of China;
- you are not (i) a citizen or resident of a geographic area in which access to the Platform or use of the Services is prohibited by any applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes (providing that you agree that, if your country of residence or other

circumstances change such that the above representations are no longer accurate, you will immediately cease using the Services).

- if you are acting on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf; and
- to the extent permitted by law, you agree that title to, and risk of loss of, USH you purchase from the Company and receive from the Smart Contract System passes from the Company to you in France and that the Smart Contract is governed by the laws of France.

9. ANTI-MONEY LAUNDERING

As part of the Company's responsibility for the prevention of money laundering and the financing of terrorism, the Company and its affiliates, subsidiaries, associates or service providers may require a detailed verification of your identity, any beneficial owner underlying the account and the source of the payment.

The Company and other service providers engaged to provide "know-your-customer" or anti-money laundering-related services to the Company (any such other service provider, an "AML Provider") reserve the right to request such information as is necessary to verify your identity and the underlying beneficial owner or owners of USH.

In the event of delay or failure by you in producing any information required for verification purposes, the Company may refuse to accept your offer to purchase USH or may cause the cancellation of USH purchased or the redemption of any USH you hold.

You will be required to make such representations to the Company and to any AML Provider, as the Company or such AML Provider shall require in connection with applicable anti-money laundering programs or regulations, including, without limitation, representations to the Company and any AML Provider that you are not a prohibited country, territory, individual or entity listed (i) on the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") website¹, (ii) on the European Commission's consolidated list of Restrictive measures in force², or (iii) on the French *Direction du Trésor* summary table of restrictive measures by country³, and that you are not directly or indirectly affiliated with any such country, territory, individual or entity.

You also represent to the Company and to any AML Provider that amounts contributed by you were not directly or indirectly derived from activities that may contravene the laws and regulations of France or other international laws and regulations, including anti-money laundering laws and regulations.

The Company undertakes (i) to comply with the OECD guidelines that may be applicable to its business (<http://mneguidelines.oecd.org/guidelines/>), and more specifically (ii) to answer in full transparency and cooperation to the tax information request submitted by foreign tax administrative, judicial or regulatory authorities.

¹ Accessible at > <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>

² Accessible at > https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions

³ Accessible (in French) at > https://www.tresor.economie.gouv.fr/Ressources/8465_tableau-recapitulatif-des-mesures-restrictives-par-pays

10. DISCLAIMERS

The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from (i) reliance on any information contained in these Terms or the Whitepaper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) USHS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO USH, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT USH ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN USH WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT USH OR THE DELIVERY MECHANISM FOR USH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Indemnified Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to (i) your purchase, holding or use of USH, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, and/or (iv) your violation of any rights of any other person or entity.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL THE COMPANY OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE PURCHASE, HOLDING OR USE OF USH OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE INDEMNIFIED PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE USH, EXCEED THE AMOUNT YOU PAY TO US FOR THE PURCHASE OF USH.

THE LIMITATIONS SET FORTH ABOVE WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

Any Indemnified Party or other identifiable person who is not a party to these Terms may enforce any rights granted to it pursuant to these Terms in its own right as if it was a party to these Terms. Except as expressly provided in the foregoing sentence, a person who is not a party to these Terms shall not have any right to enforce any term of these Terms. Notwithstanding any term of these Terms, the consent of or notice to any person who is not a party to these Terms shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.

12. RELEASE

To the fullest extent permitted by applicable law, you release the Company and the other Indemnified Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

13. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms will be governed by, and construed and enforced in accordance with, the laws of France, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of Paris.

The Parties shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “Dispute”). If the Parties are unable to resolve a Dispute within 90 (ninety) days of notice of such Dispute being received by all Parties, such Dispute shall be brought expressly before the relevant courts of Paris, as no document can effect a novation or waiver of this jurisdiction clause.

Any dispute arising out of or related to these Terms is personal to you and the Company and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals.

Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

14. MISCELLANEOUS

These Terms, including their Exhibits, constitute the entire agreement between you and us relating to your purchase of USH.

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

We may amend these Terms from time to time as reasonably required. If we make changes, we will post the amended Terms at ico.hush.lu. The amended Terms will be effective immediately.

We may assign our rights and obligations under these Terms.

Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control.

Purchasing USH from us, holding USH or using USH does not create any form of partnership, joint venture or any other similar relationship between you and us.

Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.

You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

Date: 11/20/2017

EXHIBIT A
Risks warning

By purchasing, holding and using USH, you expressly acknowledge and assume the following risks:

Risk of loss of access to a USH due to loss of credentials

Until it is distributed to the buyer, the said buyer's USH may be linked to a Company account. You can only access the Company account using the credentials selected by the buyer. The loss of these credentials will result in the loss of the USH. Good practices advise buyers to store their credentials securely in one or more backup locations that are geographically separated from the work location.

Risks Associated With the Ethereum Protocol

Both USH and the Platform are based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the Platform or USH to malfunction or operate in a way that is not expected. Ether, the native Ethereum Protocol account unit, may itself lose value in a similar way to USH, and also in other ways.

For more information on the Ethereum protocol, see > <http://www.ethereum.org/>

Risks associated with the buyer's credentials

Any third party that obtains access to the buyer's credentials or private keys may be able to use the buyer's USH. To minimize this risk, buyers must protect themselves against people gaining unauthorized access to their electronic devices.

Legal risk and risk of adverse regulatory intervention in one or more jurisdictions

Blockchain technologies have been reviewed by various regulatory bodies around the world, including within the European Union. The ICO has been structured to comply with EU law applicable at the time of the offer.

The operation of the Platform and of USH may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital tokens such as USH, which may prevent or limit development of the Platform.

Given the lack of crypto-currency qualifications in most countries, each buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of USH according to their nationality and place of residence.

Risk of an alternative, unofficial Platform

Following pre-sales and development of the original version of the Platform, there is a possibility that alternative platforms may have been established using the same open-source code and open source protocol that underlies the Platform. The official Platform may find itself in competition with these

alternatives, unofficial platforms based on USH, which could potentially adversely impact the Platform and USH.

Risk of a lack of interest in the Platform or distributed applications

There is a possibility that the Platform may not be used by a large number of companies, individuals and other organizations, and that there may be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact on the development of the Platform and, therefore, on the uses or potential value of USH.

Risk that the Platform is not developed

The main right associated with USH is the right to vote on the Platform, and the right to receive rewards amounting to a portion of Hush net income and of the total amount of transactions realized on the Hush network. The value of the USH is therefore heavily correlated with the existence of such Platform and network, which has not yet been implemented. USH may lose part or all of their value if the Platform and/or network is never fully developed.

Risk that the Platform, as developed, does not meet buyer expectations

The Platform is currently under development and may undergo significant redesign prior to its launch. For a number of reasons, not all buyer expectations concerning the Platform or USH's form and function may be met on the launch date, including changes in design, implementation and execution of the Platform.

Risk of theft and piracy

Hackers or other malicious or criminal groups or organizations may attempt to interfere with the Platform or the availability of USH in several ways including, but not limited to, denial of service attacks, Sybil attacks, mystification, surfing, malware attacks, or consensus-based attacks.

Risk of security weaknesses in the Platform's core infrastructure software

The Platform's core software is based on open source software. There is a risk that the Company team, or other third parties, may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructure elements of the Platform, by interfering with the use of, or causing loss of, USH.

Risk of weakness or exploitable breakthrough in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks for crypto-currencies and the Platform, which could result in the theft or loss of USH.

Risk of a USH mining attack

As with other decentralized cryptographic tokens and crypto-currencies, the blockchain used for the Platform is vulnerable to mining attacks, including but not limited to, dual-expense attacks, powerful mining attacks, selfish mining attacks, and critical competition attacks. Any successful attack poses a risk to the Platform, the expected performance and sequencing of the Company's markets, and the expected performance and sequencing of Ethereum contract calculations. Despite the best efforts of the Company's team, the risk of known or new mining attacks exists.

Risk of the Platform failing to be used or adopted

While USH should not be considered an investment, their value is bound to change over time. This value may be limited if the Platform is not sufficiently used and adopted. In such a case, there could be few or no markets at the Platform launch, which would limit the value of USH.

Risk of a tight market for USH

There are currently no exchanges or trading facilities on which USH can be traded. If such exchanges or trading facilities do develop, they will probably be relatively new and subject to poorly understood regulatory oversight. They may therefore be more vulnerable to fraud and default than the established and regulated exchanges that exist for other products. Should exchanges or trading facilities that represent a substantial part of the USH trading volume be involved in fraud, security failures or other operational problems, the failures of such exchanges or trading facilities may limit the USH value or liquidity.

Risk of an uninsured loss

Unlike bank accounts or accounts in other regulated financial institutions, funds held through the Company or Ethereum network are generally uninsured. At present, there are no public or private insurance agents providing buyers with coverage against a loss of USH or a loss of value.

Risk of winding-up of the the Company's project

For a number of reasons including, but not limited to, an unfavorable fluctuation in Bitcoin value, an unfavorable fluctuation in USH value, the failure of business relationships or competing intellectual property claims, the Company project may no longer be a viable activity and may be dissolved or simply not launched.

Risk of malfunction in the Platform

The Platform may be impacted by an adverse malfunction including, but not limited to, a malfunction that results in the loss of USH or market information.

Unforeseen risks

Crypto-currencies and cryptographic tokens are a new, untested technology. In addition to the risks stipulated above, there are other risks that the Company's team cannot predict. Risks may also occur as unanticipated combinations or as changes in the risks stipulated herein.

EXHIBIT B

Eligible Purchaser

Initially, all purchasers are “Eligible Purchaser” except the following:

- a purchaser whose acquisition of USH would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;
- a purchaser on behalf of a prohibited country, territory, individual or entity listed (i) on the United States Department of Treasury’s OFAC website⁴, (ii) on the European Commission’s consolidated list of Restrictive measures in force⁵, or (iii) on the French *Direction du Trésor* summary table of restrictive measures by country⁶;
- a purchaser who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure⁷ unless the Company, after being specifically notified by the purchaser in writing that it is such a person, conducts further due diligence, and determines that the purchase is permitted;
- a purchaser or an entity acting as trustee, agent, representative or nominee for a purchase that is a foreign shell bank⁸; and
- a purchaser, or a purchaser that is an entity acting as trustee, agent, representative or nominee for a person, who is a citizen of or resident or domiciled in the USA, the Republic of Korea or the People’s Republic of China or purchasing USH from a location in the USA, the Republic of Korea or the People’s Republic of China.
- U.S. Person” (within the meaning of “Regulation S” of the Securities Act 1933 under U.S. law)
- private individual acting on a non-professional basis as a simple consumer (within the meaning of EU Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights)

⁴ Accessible at > <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>

⁵ Accessible at > https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions

⁶ Accessible (in French) at > https://www.tresor.economie.gouv.fr/Ressources/8465_tableau-recapitulatif-des-mesures-restrictives-par-pays

⁷ Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government-owned corporation. In addition a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

⁸ Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate.