

UNIKA USER AGREEMENT

Effective date: January 20, 2022

PLEASE READ THIS AGREEMENT CAREFULLY IN THEIR ENTIRETY BEFORE USING UNIKA'S WEBSITE <https://unika.network> AND (OR) DEMO PRODUCT PAGES: <https://app.unika.network>, <https://demo.unika.network> ("DEMO PRODUCT PAGES"). IF YOU DO NOT ACCEPT THIS AGREEMENT OR ANY PROVISION HEREIN, DO NOT ACCESS AND USE THE UNIKA. MINORS ARE NOT PERMITTED TO ACCESS OR USE THE WEBSITE AND DEMO PRODUCT PAGES.

This User Agreement ("Agreement", "Terms") is entered into between:

- (i) **Unika Labs Ltd.**, with Registered Office of the Company at the offices of Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands (hereinafter "We", "Us", "Our", "Copyright Holder");
- (ii) **Person who has intention or using Unika's website <https://unika.network> and (or) demo product pages**, which belongs to Unika Labs Ltd. (hereinafter "You", "Your", "User").

The Agreement governs the rules of use of the Unika through website and available demo product pages.

Subject to the terms of this Agreement, We grant You a limited, revocable, non-exclusive license only to the extent necessary for You to access, view and use the Unika's website <https://unika.network> and available demo product pages (<https://app.unika.network>, <https://demo.unika.network>), without the right to sublicense the installation, copying and use of the Unika, and without such right with respect to its features, algorithms, design and any other intellectual property.

BY STARTING TO USE THE UNIKA'S WEBSITE <https://unika.network> OR (AND) AVAILABLE DEMO PRODUCT PAGES (<https://app.unika.network>, <https://demo.unika.network>), YOU CONFIRM THAT YOU ACKNOWLEDGE AND ACCEPT THIS AGREEMENT WITHOUT ANY EXCEPTIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE UNIKA.

Headings used in this Agreement have been included for convenience and ease of reference only and will not in any manner influence the construction or interpretation of any provision of this Agreement.

You may contact Us with any questions by sending an email to info@unika.network or by filling out the "CONTACT US" form directly on the website <https://unika.network>.

WHAT IS UNIKA?

In essence, Unika is a Web 3.0 Decentralized Anonymous Identity Protocol Built in Blockchain-Agnostic Fashion. The idea behind Unika is to link users' blockchain addresses with their biometric data.

Unika is a Web 3.0 analog of KYC protocols in Web 2.0 and is capable of binding users' biometric data with their blockchain addresses. Unika protocol is decentralized, secure, and transparent, moreover, it has the potential to bring even better security and transparency to many spheres of Web 3.0.

In the process of biometric identification, users' biometric data received is checked for authenticity and uniqueness (based on previously obtained data). As a result, the received biometric data is associated with the blockchain address (the one that was used to initiate the identification procedure). This procedure allows users to attach to their identities (biometric data) as many blockchain addresses as they wish, so in the future, they could receive different services effortlessly and no further identity verification is needed.

The process of users' identification goes as follows:

1. Users send requests to the Unika smart contract and are redirected to the network of validators.
2. Validators and users make sure that the Unika software runs in the Trusted Execution Environment and the interactive stage of identification starts, which is not long, though.
3. Further the sensory data received is sent to encrypted decentralized storages.
4. Eventually, we have anonymously identified users because none of their personal data like name, surname, or an ID number is required and yet the blockchain addresses are linked with unique people.

IMPORTANT DISCLAIMERS

Unika is not intended as, and does not provide any advice whatsoever.

You agree to be held completely and fully responsible for Your decisions, information you provide and any actions.

No waiver, concession, extension, representation, alteration, addition or derogation from these Agreement by us, or pursuant to these Agreement, will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Agreement shall not constitute a waiver of any of our rights under these Agreement.

You should regularly review this Agreement for updates. We may revise this Agreement in completely or in part, at any time. Your continued use of Unika's website and (or) available demo product pages after the effective date of the amended Agreement constitutes your consent to the amended Agreement.

Unika Labs Ltd. make no warranties or representations, express or implied, about the third-party services and sponsored services and we are not responsible for their availability, operation, support or legitimacy.

COPYRIGHT HOLDER & INTELLECTUAL PROPERTY

All rights, title and interest in the UNIKA are owned by Unika Labs Ltd., with registered office of the Company at the offices of Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may damage our goodwill or product.

Any right not expressly granted to you in this Agreement are hereby reserved by Unika Labs Ltd. and its affiliates and licensors.

INTERACTIONS WITH DEMO PRODUCTS

Unika Labs Ltd. grants You the right to access, view and use demo product pages <https://app.unika.network>, <https://demo.unika.network> offering limited features and functionality of Unika only for testing purposes.

You are not authorized to use (directly or indirectly) the demo product pages (their components) as a part of Your product.

We reserve the right to terminate or modify the demo product pages in whole or in part, in any manner in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the demo pages is unavailable at any time or for any period.

Abovementioned demo product pages have been solely developed for demonstration purposes of Unika and do not offer the full scope of functionality and use cases covered by Unika. It's not a finished product.

You shall use the demo pages exclusively to test and evaluate the Unika. Unika DApp Demo (<https://app.unika.network>) and Unika Demo Airdrop page (<https://demo.unika.network>) allow you to go through a process of anonymous verification built in the testing environment (test network).

Process of anonymous verification during testing Unika demo product pages may require possession of particular digital assets (coins/tokens) from You. You are solely responsible for their receipt, purchase (if any), custody and transferring. Unika in no way is going to propose You to purchase those digital assets, to spend them, to invest into them or to sell them to you on behalf of Unika.

In order to reduce risks as much as possible and for your convenience to test Unika through demo product pages We recommend You to create and use a new (separate) wallet. At the same time, We inform You that in no way will Unika ask you to provide private keys or seed phrases from your wallets.

The User is able to test the functionality by using digital assets and going through the verification process when testing Unika demo product pages. This serves to demonstrate You the way how Unika can link users' blockchain addresses with biometric data.

Testing Unika requires interactions with third-party services (for example, but not limited to digital wallets/extensions). We do not assume any responsibility or liability for these services and its providers. You confirm that you are solely responsible for all activities identified with Your access and using Unika demo pages and third-party services (resources). Please, read carefully section "THIRD PARTY SERVICES (RESOURCES)".

FEE-BASED AND FREE OF CHARGE SERVICES

Accessing, viewing and using Unika's website <https://unika.network> and demo product pages is free of charge to You. It means that Unika Labs Ltd. or affiliates does not receive any money and (or) digital assets from You.

Fees or digital assets may be charged by third party services.

The fees for such services shall be set in accordance with the internal tariffs established by the relevant services, or the market value at the time of the transaction, or as otherwise established by such service etc.

As mentioned above, testing Unika Demo product pages may require the possession of particular digital assets (coins/tokens). Unika does not set their amount and does not regulate in any way. Amount of digital assets (fees) charged for transactions are defined by blockchain.

Due to Unika testing nature these assets might be obtained for free, but this is not regulated by Us.

We ask You be careful and refrain from making decisions related to the purchase and (or) transfer of digital assets, fees that you doubt or believe you do not have sufficient information. You may contact Us with any questions by sending an email to info@unika.network or by filling out the "CONTACT US" form directly on the website <https://unika.network>.

We are not responsible for such fees and (or) digital assets, which are strictly within Your contractual relations with the relevant third-party. We will not be liable for mistakes, errors, malfunctions or miscalculations that you or third-party processors might make in the course of a transaction.

THIRD PARTY SERVICES (RESOURCES)

The Unika's website and demo pages may display, link to, and (or) otherwise allow You to view, access, or interact with, services (resources) from third parties and other sources which are not controlled by Unika Labs Ltd., even if they are contain information related to Unika or use intellectual property belongs to Unika Labs Ltd. (for example, but not limited to logo, graphics, articles).

The Unika's website and demo product pages may also enable You to communicate with the third-party providers. For example, the Our website may display links to, or otherwise

contain embedded links to websites that distribute information about Unika or related to Unika's business activity.

The display or communication to you of such services (resources) does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Unika Labs Ltd. of such content or providers, and nor any affiliation between Unika Labs Ltd. and such provider.

Unika Labs. Ltd. does not assume any responsibility or liability for third party services (resources), or any third-party provider's terms of use, privacy policies, actions, omissions, or practices. Please read the respective terms of use and privacy policies of any provider that you interact with before you engage in any such activity.

WARRANTIES & REPRESENTATIONS

1. Provided by Unika Labs Ltd.:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, UNIKA LABS LTD. OR THE APPLIANCE PROVIDER MAKES NO OTHER EXPRESS, IMPLIED OR OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO QUALITY OF SERVICE, FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT.

THE UNIKA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, SUBCONTRACTORS, AGENTS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONTENT, FEES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NONINFRINGEMENT, BRAND, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, GOODWILL OR ANTICIPATED BENEFITS.

WE **DO NOT** GUARANTEE THAT:

A) THE UNIKA WILL RUN SMOOTHLY WITHOUT ERRORS OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

B) THE UNIKA WILL BE FREE OF MALWARE, VIRUSES OR OTHER HARMFUL COMPONENTS;

C) THE QUALITY OF THE UNIKA AND THE INFORMATION CONTAINED THEREIN WILL MEET YOUR EXPECTATIONS;

D) THE CONTENT OF THE INFORMATION PROVIDED IN UNIKA WILL BE ACCURATE, USEFUL OR RELIABLE;

E) THE RESULTS OF USING THE UNIKA WILL BE SATISFACTORY AND WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATIONS OR OTHER FACTS, INCLUDING QUALITY, FITNESS FOR USE, ETC., INCLUDING THE CONTENT PROVIDED IN THE UNIKA SHALL BE DEEMED TO CONSTITUTE A WARRANTY BY THE INTERESTED PARTIES FOR ANY PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT. THEREFORE, NONE OF THIS SHALL GIVE RISE TO ANY LIABILITY ON THE PART OF OUR EMPLOYEES.

2. Provided by You:

BY STARTING TO USE THE UNIKA'S WEBSITE <https://unika.network> OR (AND) AVAILABLE DEMO PRODUCT PAGES YOU EXPRESSLY REPRESENT AND WARRANT THAT:

A) YOU HAVE ACCEPTED THIS AGREEMENT;

B) YOU ARE AT LEAST 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE AND NO YOUNGER THAN AGE 18);

C) YOU ARE OF SOUND MIND AND CAPABLE OF TAKING RESPONSIBILITY FOR YOUR OWN ACTIONS, AND HAVE THE FULL LEGAL CAPACITY TO ACCEPT THIS AGREEMENT;

D) ALL INFORMATION AND DETAILS THAT YOU SUBMIT TO US ARE TRUE, CURRENT, COMPLETE AND NOT MISLEADING;

E) YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS REGARDING USE OF UNIKA;

F) YOU ASSUME ALL RISKS IN CONNECTION WITH YOUR ACCESS AND USE OF THE WEBSITE, AVAILABLE DEMO PRODUCT PAGES AND YOUR INTERACTION THEREWITH.

LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY SIMILAR LOSSES OR DAMAGES (INCLUDING LOST PROFITS AND LOSS OF DATA), COSTS AND FEES OR LIABILITY ARISING OUT OF TORT

(INCLUDING NEGLIGENCE) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE, DEMO PAGES FOR ANY INDIRECT, SPECIAL, PUNITIVE DAMAGES, STATUTORY, CONTRACTUAL OR OTHERWISE, OR VENUS ONLY, ARISING FROM OR IN CONNECTION WITH THE CONTENT, FEES, USE

WE ARE NOT RESPONSIBLE FOR:

FOR ANY FAILURES OR ERRORS IN SAID FUNCTIONS, OR ARISING OUT OF FAILURES OR ERRORS OF PERSONNEL;

FOR LINKS TO CONTENT AVAILABLE FOR THE WEBSITE, DEMO PAGES;

UNIKA LABS LTD. ALSO WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS.

Any use of the internet may be subject to a virus attack and/or communication failure. We shall not bear any liability, whatsoever, for any damage or interruptions caused by computer viruses, spyware, other malware that may affect your systems, device or other equipment, or any phishing, spoofing or other virus attacks. We recommend that all users use a reputable and available virus screening and prevention software at all times.

THE COMBINED AGGREGATE LIABILITY OF UNIKA LABS LTD. AND ALL AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED TEN US DOLLARS (US\$ 10).

To the extent permitted by applicable law, You agree to indemnify, hold harmless, and defend Unika Labs Ltd. and its wholly owned subsidiaries from and against any claims, actions, proceedings, and lawsuits brought by third parties against Us or any of its officers, directors, employees and all related liabilities, losses, settlements, fines, penalties, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Unika Labs Ltd. or any of its officers, directors, employees, agents or affiliates, entities servicing the application or in connection with:

- Your breach of any term or provision of this Agreement;
- Your use of the website or demo products;
- Your violation of applicable laws, rules or regulations in connection with using the website or demo products;
- any representations or warranties You have made to third parties regarding any aspect of Unika;
- any claims filed by or on behalf of third parties directly or indirectly relating to Your use of Unika;
- any breaches by you of Your confidentiality obligations to third parties;
- any claims against acts or omissions of third parties relating to Unika.

Unika Labs Ltd. or an authorized entity maintaining Unika, will provide You with written notice of any lawsuits and cases in which you are obligated to provide us with a defense and not to cause harm. In order to defend any claim, you must fully cooperate to the extent reasonably required. We reserve the right, at our own expense, to assume the

exclusive defense and control of any matter for which your indemnification and hold harmless warranty applies.

PRIVACY

We respect Your privacy. Unika Labs Ltd. and its wholly owned subsidiaries may retain and use information obtained through your use of the UNIKA in accordance with the terms of the Privacy Policy. We encourage You to read it carefully.

You acknowledge that the privacy policy is an integral part of these Agreement, and by using Unika, You also agree that you have read, understood, and accepted the terms of the Privacy Policy.

RESOLVING DISPUTES. JURISDICTION

Regardless of Your place of residence or where you access or use Unika from, this Agreement and Your use of Unika will be governed by and construed solely in accordance with the laws of Britain.

Disputes and disagreements not settled by the Parties arising from this Agreement or in connection with it, after passing the negotiations procedure, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

You expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

OTHER TERMS AND CONDITIONS

Entire Agreement. This Agreement represents the entire agreement between You and Unika Labs Ltd. with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Unika Labs Ltd. with respect to such subject matter. You acknowledge and agree that in entering into this Agreement You have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and explanations in resources, summaries or marketing material on the the Unika's website and demo product pages.

Assignment. You may not assign Your rights and obligations under this Agreement without our prior written consent. In the event of a merger or acquisition (or other reorganization) of our legal entity, we may, with notice to You and without obtaining Your consent, transfer and delegate this Agreement, including all of our rights, actions and obligations contained herein, to a third party.

Language. The language of this Agreement is expressly agreed to be the English language. You hereby irrevocably waive, to the maximum extent legally permitted, any applicable law to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic)

signature or delivery or retention of non-electronic records. We may be able (but are not obligated) to provide you with copies of this Agreement on written request; however, please be sure to print a copy of this Agreement for your own records. When You visit or submit information via the Unika's website or send an email to us, You are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to provide you notice under this Agreement by postal mail, we may also choose to provide notice by email. By providing your email address You authorize us to contact You by email.

Suggestions, feedbacks. If You send us any suggestions, feedback, or similar ideas for or about Unika you agree that: (a) the suggestions, feedback does not contain confidential or proprietary information belonging to you or any third party; (b) there is no obligation for us to review Your suggestions, feedback; and (c) We have no obligation to keep the suggestions, feedback confidential.

Effective date. The effective date of the updated terms of the Agreement shall be the next business day after the date of publication of the update. The date of publication of the update is specified in the text of the Agreement.

You should regularly review this Agreement for updates. If you do not agree to the changed terms of use of the Unika, you must stop using the Unika and the service as well as the right to use the Unika will be terminated for You.

Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.

Force Majeure. Neither party shall be responsible for any failure to perform any obligation hereunder because of any (a) act of God, fire, flood, earthquake, explosion, or pandemic or epidemic (or similar regional health crisis); (b) strikes, lockouts, picketing, concerted labor action, or other labor or industrial disturbances; (c) invasion, war (declared or undeclared), terrorism, riot, insurrection, or civil commotion; (d) war (declared or undeclared), terrorism, riot or civil commotion; and/or (d) other similar cause beyond that party's reasonable control.

If any provision of this agreement is found by a competent court to be illegal, invalid or void, that provision will be enforced to the fullest extent permitted by law to reflect, as nearly as possible, the original intent of that provision, and the remaining provisions of this agreement will remain in full force and effect.