

nuco.cloud Token Sale

(a product of Iron Eagle Capital)

Terms & Conditions

These Terms & Conditions ("**T&C**") govern your ("**Customer**") purchase of Nuco Development Tokens ("**NCDTs**") from

Iron Eagle Capital GmbH ("**Iron Eagle**")

Flurstraße 1
86368 Gersthofen
Germany

Iron Eagle is a limited liability company (Gesellschaft mit beschränkter Haftung, GmbH) organised under German law, registered with the commercial register of the local court of Augsburg under HRB 28251.

These T&C regulate the procedure of the initial public sale of NCDTs ("**Token Sale**") and the rights and obligations arising from owning NCDTs. Please read these T&C carefully. If you do not agree to these T&C, you cannot participate in the Token Sale.

1 Exclusion from participation

The following persons or entities (including "rechtsfähige Personengesellschaften") are excluded from Registration and from participation in the Token Sale:

- 1.1 Anyone subject to the tax law of the United States or Canada,
- 1.2 anyone with domicile or permanent residence in jurisdictions in which the offer of cryptographic tokens is not permitted or that are filed on the current country list of high-risk and other monitored jurisdictions of the Financial Action Task Force (FATF).

2 Nuco Development Tokens (NCDTs)

- 2.1 NCDTs are transferable cryptographic tokens based on the Ethereum Blockchain and the ERC-20 standard.
- 2.2 If not expressly stipulated in these T&C, NCDTs do not convey any rights of any form with respect to Iron Eagle. In particular NCDTs do not convey ownership, distribution, redemption, liquidation, proprietary rights (including all forms of intellectual property), or any financial or other right with regard to Iron Eagle or its businesses.
- 2.3 Iron Eagle is currently planning to develop and build the **nuco.cloud**, a Blockchain based Distributed Computing Cloud. After completion of the nuco.cloud, all NCDTs are intended to be converted to Nuco Tokens ("**NUCOs**") based on a yet to be determined conversion factor ("**Token Swap**"). For the Token Swap, solely holders of an ERC-20 compatible crypto wallet to which NCDTs are assigned at the time of the so-called Snapshot are taken into account. The time of the Token Swap, the conversion factor as well as the

nuco.cloud (a product of Iron Eagle Capital)

T&C Token Sale

exact time of the Snapshot will be published two weeks in advance on the website <https://nuco.cloud>.

- 2.4 The Customer has no claim to the development and building of the nuco.cloud by Iron Eagle. The Customer has no claim to the implementation of the Token Swap. With the purchase of NCDTs, the Customer receives the sole possibility to participate in the planned Token Swap and the conversion of NCDTs into NUCOs.

3 NUCOs

NUCOs are to be used **by Users** as a means of payment for the purchase of computing power via the nuco.cloud. The computing power is to be provided by third parties – so called **Miners**. The nuco.cloud distributes the NUCOs paid by the Users to the Miners according to the computing power provided by them. Iron Eagle retains part of the NUCOs for the operation of the nuco.cloud and to support scientific projects. The exact design of both the nuco.cloud and the NUCOs has not yet been determined and may be subject to change.

4 Registration

- 4.1 Registration via our website <https://nuco.cloud> is a mandatory requirement for participation in the Token Sale. The Customer must ensure that the information and copies of documents they provide or upload are up-to-date and accurate. The Customer must immediately inform Iron Eagle about any changes to or with regards to such information and documents.
- 4.2 Natural persons and legal entities (including "rechtsfähige Personengesellschaften") may register for the Token Sale if they are not excluded from participation under section 1.
- 4.3 The Customer must specify an email address and choose a password that satisfies certain security requirements. After successful registration the Customer will be able to login to their account on Iron Eagle's website by means of the specified email address and chosen password.
- 4.4 The email address must be fit for long-term communication. In particular, disposable email addresses are not permitted. Any password recovery will be done via the specified email address.
- 4.5 In the course of the Registration, Iron Eagle will send an email with a confirmation link to the Customer's specified email address ("**Confirmation Email**"). With the Confirmation Email the Customer will receive these T&C, the NCDT Risk Notes, the Whitepaper and the Privacy Policy as storable attachments.

5 Requirements for the registration of natural persons

- 5.1 Natural persons must perform registration in person.
- 5.2 If the Customer is a natural person, they must provide in particular:
 - a) full name (first name and surname);
 - b) place of birth;

nuco.cloud (a product of Iron Eagle Capital)

T&C Token Sale

- c) date of birth;
- d) nationality;
- e) serial number of valid official identity document containing a photograph which fulfills the passport and identification requirements in Germany (e.g. identity card or passport);
- f) residential address (street, house number, postal code, municipality, country of residence).

5.3 For the purposes of Customer Verification as per section 7, natural persons must upload a copy of their official identity card (front and back).

6 Requirements for the registration of legal entities

6.1 A legal entity can be registered by a legal representative who is authorized to represent the legal entity for the purpose of the registration and any other action required by these T&C, in particular the submission of a binding offer to purchase of NCDTs.

6.2 If the Customer is a legal entity it must provide

- a) name or designation;
- b) legal form;
- c) registration number if applicable;
- d) address of registered office or principal place of business;
- e) names of the members of representative body or the names of its legal representatives;
- f) names of beneficial owners ("wirtschaftlich Berechtigte" as per Section 3 of the German Money Laundering Act – Geldwäschegesetz, GwG).

6.3 Where a member of a representative body or a legal representative is a legal person, the information referred to in the above section 6.2 must also be provided in respect of that legal person.

6.4 For each beneficial owner the Customer must provide:

- a) place of birth;
- b) date of birth;
- c) residential address (street, house number, postal code, municipality, country of residence).

6.5 For the purposes of Customer Verification as per section 7, legal representative registering a legal entity must upload documents proving the information provided: This may include in particular:

nuco.cloud (a product of Iron Eagle Capital)

T&C Token Sale

- a) copy of extract from the commercial register (or from a comparable official register or directory) or
- b) copy of foundation documents (or equivalently conclusive documents).

7 Customer Verification and confirmation of Registration

- 7.1 Iron Eagle or a company commissioned by Iron Eagle verifies the Customer's identity and, if applicable, the identity of persons acting on the Customer's behalf and the identity of the Customer's beneficial owners on the basis of the copies of documents that the Customer has uploaded in the course of Registration and through the implementation of identification procedures, e.g. a video identification (Video-Ident-Verfahren) ("**Customer Verification**").
- 7.2 Successful Customer Verification is a prerequisite for the confirmation of the Customer's registration and for the Customer's participation in the Token Sale.
- 7.3 The confirmation of the Registration is at Iron Eagle's sole and free discretion. In particular, Iron Eagle may refuse Registration without giving reasons or make it subject to the fulfillment of further requirements.
- 7.4 Iron Eagle may at any time, even after confirmation of Registration:
 - a) request further information, documents and/or
 - b) request the (re-)implementation of identification procedures, e.g. a video identification (Video-Ident-Verfahren).

8 Token Sale

- 8.1 In order to participate in the Token Sale, the Customer must have completed Registration, Iron Eagle must have confirmed their Registration and the Customer must be logged in at Iron Eagle's website.
- 8.2 Persons and entities as per section 1 are excluded from participation in the Token Sale, even if the respective reason for exclusion has occurred only after Registration or after confirmation of Registration.
- 8.3 A prerequisite for the transfer of NCDTs is that the Customer is the owner of an ERC-20 compatible crypto wallet (i.e. the owner of the corresponding private key) and has provided the address of that crypto wallet in the registered area of the Iron Eagle website. Iron Eagle is not obliged to offer compatible crypto wallets itself. In any case, the Customer is solely responsible for the compatibility of the crypto wallet used and for the safe-keeping of the transferred Tokens.
- 8.4 Registration and the confirmation of the Registration entitles the Customer neither to the actual implementation of the Token Sale nor to their participation in the implemented Token Sale.
- 8.5 For the purchase of NCDTs, a minimum order value of EUR 100 applies to natural persons and a minimum order value of EUR 1,000 applies to legal entities. The Customer submits

nuco.cloud (a product of Iron Eagle Capital)

T&C Token Sale

a binding order for the purchase of NCDTs by clicking on the button "Order with obligation to pay" at the end of the online subscription process. The Customer waives any claim to receiving a declaration of receipt regarding its request to purchase NCDTs.

- 8.6 The Token Sale is scheduled to start on 23 May 2019 and is expected to end on 30 June 2020. NCDTs are offered with the following price escalation:
- a) 23 May 2019 – 31 July 2019: EUR 0.08 per NCDT;
 - b) 1 August 2019 – 30 September 2019: EUR 0.16 per NCDT;
 - c) 1 October 2019 – 31 December 2019: EUR 0.32 per NCDT;
 - d) 1 January 2020 – 31 March 2020: EUR 0.64 per NCDT;
 - e) 1 April 2020 – 30 June 2020: EUR 1.28 per NCDT.
- 8.7 Until the actual start of the Token Sale Iron Eagle may adjust the dates contained in sections 8.6. without giving a reason. After the start of the Token Sale, Iron Eagle may pause the Token Sale at any time without giving reasons; during a pause, no NCDTs will be sold. The period of the Token Sale and the price conditions in accordance to Section **Error! Reference source not found.** shall be adjusted accordingly. The adaption is in the sole and free discretion of Iron Eagle. Customers whose registration has been confirmed will be informed about such adjustment of the dates and about the beginning and ending of a pause via email. The adjustment of the dates as well as pausing the Token Sale shall not give rise to any claim for damages.
- 8.8 NCDTs can be retrieved from the website <https://nuco.cloud> after registration. The Customer is able to retrieve the NCDTs at the earliest after expiration of any revocation period and at the latest 30 days after the receipt of payment by Iron Eagle.
- 8.9 Iron Eagle is entitled to terminate the Token Sale at any time (before the planned end of the Token Sale). In this case, Customers have neither a claim for reversal (repayment) nor a claim for damages.

9 Payment

- 9.1 The purchase of NCDTs can be paid in EUR.
- 9.2 The purchase of NCDTs can also be paid in the following cryptocurrencies:
- a) Bitcoin;
 - b) Ether.
- 9.3 The amount payable in cryptocurrency is based on the conversion rate of the respective cryptocurrency into EUR used by Iron Eagle. Iron Eagle uses the exchange rates provided by <https://www.bitstamp.net> or comparable platforms chosen by Iron Eagle. Customers have no right to demand that a certain conversion rate will be used as a basis. The amount payable in the respective cryptocurrency will be displayed to the Customer before he makes a final order with obligation to pay.

nuco.cloud (a product of Iron Eagle Capital)

T&C Token Sale

- 9.4 Any fees or costs, arising during the execution of the payment (e.g. transfer fees for payment in euros or "gas" for payment with Ether), are to be borne by the Customer themselves.
- 9.5 The purchase price for NCDTs does not include value added tax (VAT, "Umsatzsteuer") because the Parties assume that the purchase of NCDTs is not subject to VAT. If and to the extent that contrary to the Parties' assumption VAT shall be assessed against Iron Eagle, it shall become payable by the Customer.
- 9.6 Any refund, e.g. after exercising any right of revocation, if applicable, shall be made in the same currency and by the same means of payment as the used by the Customer for the initial payment, unless expressly agreed otherwise.

10 Liability

- 10.1 Iron Eagle is liable for intent and gross negligence. Further, Iron Eagle is liable for the negligent breach of obligations, whose fulfilment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the Customer may rely on regularly (cardinal obligations). In the last-mentioned case, Iron Eagle is only liable for the foreseeable, typical contractual damage. Iron Eagle is not liable for slight negligent breach of other obligations than those mentioned in the above sentences.
- 10.2 The abovementioned exclusions of liability do not apply in case of damage of life, body and health.
- 10.3 The liability pursuant to the product liability law (Produkthaftungsgesetz, ProdHaftG) remains unaffected.
- 10.4 Section 44a of the Telecommunications Act (Telekommunikationsgesetz, TKG) remains unaffected.
- 10.5 Iron Eagle is not liable for loss of data, if the damage is due to the Customer's failure to perform data backups to thereby ensure that lost data can be restored with reasonable effort. In particular, Iron Eagle is not liable for the loss of the Customer's private key or other access details. The Customer is exclusively responsible for the safekeeping of its assigned tokens.
- 10.6 Based on the current state of art, data communication via internet cannot be guaranteed to be error-free and/or available at any time. Iron Eagle is not liable for constant and continuous availability of its online services.

11 Miscellaneous

- 11.1 These T&C are written in German. Translations of these T&C to other languages are for information purposes only. In the event of contradictions between the German version and the translations, the German version shall prevail.
- 11.2 In the event that one or more current or future provisions of these T&C shall be, or shall be deemed to be, fully or partly invalid or unenforceable, the validity and enforceability of the other provisions of these T&C shall not be affected thereby.

nuco.cloud (a product of Iron Eagle Capital)

T&C Token Sale

- 11.3 The German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the German provision on the conflict of laws. If a Customer is a consumer and its habitual residence is in a member state of the European Union, German law shall also apply, whereby mandatory provisions of the state in which the Customer has its habitual residence shall remain unaffected.
- 11.4 The European Commission has set up a European Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/>. Iron Eagle does not participate in dispute resolution proceedings with any consumer conciliation board.
- 11.5 The place of jurisdiction is Berlin.

21 May 2019