



## ANNEX A- LGO TOKEN ADDENDUM

By bidding, purchasing, accepting delivery of, holding, exchanging, transferring, staking, or otherwise using or transacting in the LGO Token (the “**Token**”) in any way, you (“**User**”) hereby confirm that you have read, understand, and expressly agree to be bound by and comply with this addendum (this “**Addendum**” or the “**Token Addendum**”).

This Addendum incorporates by reference and supplements LGO’s Terms of Use and Service (the “**Terms**”) and any separate contract(s) that may be applicable to you. In the event of a conflict between the Terms and this Addendum, this Addendum will control. Please note that in some jurisdictions, due to regulatory considerations, LGO may not provide part or all of the LGO Services, which may include the LGO Token.

POTENTIAL USERS MUST CONDUCT THEIR OWN DUE DILIGENCE AND DETERMINE WHETHER THE TRANSACTION IS APPROPRIATE OR SUITABLE FOR THEIR FINANCIAL OBJECTIVES, RISK TOLERANCE, EXPERIENCE AND KNOWLEDGE LEVEL, AND THAT THE CONTEMPLATED TRANSACTION COMPLIES WITH LOCAL LAWS AND REGULATIONS. TRANSACTING IN TOKENS IS RISKY AND MAY LEAD TO TOTAL LOSS OF CAPITAL. TOKEN TRANSACTIONS ARE SUBJECT TO CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO, THOSE LISTED [HERE](#).

**Last Updated:** August 26, 2020

### I. DEFINITIONS

Capitalized terms used herein will be interpreted in accordance with the following definitions (any terms not defined will have the meaning ascribed in the Terms):

**LGO Network:** The network comprising all users, companies, applications, and any other device, service or person interacting in any way, directly or indirectly, with LGO Token on the Ethereum blockchain, including LGO’s Services as applicable. The term should be interpreted as broadly as possible to include anything that may be reasonably considered to be part of the network as that term is construed in normal use.

**LGO Token:** A utility token that provides users access to discounts or rebates, can be used to pay for LGO Services, and can be purchased or sold on the LGO Platform, subject to certain restrictions. The following persons are prohibited from depositing into, withdrawing from, or trading the LGO Token: (a) persons resident in, and nationals of, Restricted Jurisdictions; and (b) U.S. Persons.



***LGO Token Smart Contract:*** The publicly available open source software programs deployed on the Ethereum blockchain that facilitates the exchange of the LGO Token, an ERC-20 token.

***Liquidity Mining Program:*** The program through which token holders may provide LGO Token liquidity in the LGO Token to a liquidity pool on a third party platform or exchange and in exchange receive Tokens in proportion to the liquidity provided.

***U.S. Person:*** Persons wishing to acquire or transact in LGO Tokens confirm that they are not a “U.S. Person,” as such is defined by Rule 902(k) of Regulation S (“***Reg S***”) of the U.S. Securities Act of 1933 (the “***Securities Act***”), as amended. Any holder of LGO Tokens with an LGO Account must inform LGO immediately if he or she becomes a “U.S. Person,” which is defined as: (a) In the case of an individual, a citizen of the United States or a person resident in the United States; and, (b) in any other case, (i) a person resident in the United States; or, (ii) a person owned 10% or more by one or more persons resident in the United States or by one or more corporations or entities incorporated in or formed in the United States. If you are a U.S. Person, you agree that you will not transact in the Token using any virtual private network (“***VPN***”), proxy service, or any other third party service, network, or product with the intent of disguising your IP address or location.

## **II. ELIGIBILITY**

a) **Eligibility Restrictions.** The LGO Token may be made available by LGO to users that fulfill certain eligibility criteria; provided, however, you are restricted from using or transacting in the Token if you are located in or a national or resident of: (i) any Restricted Jurisdiction, as LGO reasonably determines in its sole discretion and subject to change; (ii) the U.S., Belarus, Central African Republic, Democratic Republic of Congo, Democratic People’s Republic of Korea, the Crimea region of Ukraine, Croatia, Cuba, Iran, Iraq, Kosovo, Lebanon, Libya, Moldova, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, and Zimbabwe; or (iii) any jurisdiction where your use of the LGO Token would be illegal or otherwise violate any applicable law or regulation of that jurisdiction (each of the above locations, a “***Restricted Jurisdiction***”).

b) **No U.S. Persons.** For avoidance of doubt, the LGO Token and the liquidity mining program is not available in the United States. If you are located in, incorporated or otherwise established in, or a resident of the United States of America, you are not permitted to transact in LGO Tokens. You understand and agree that: (i) the offer and sale of the Tokens is made in an offshore transaction (as defined in Rule 902(h) of Reg S); (ii) no directed selling efforts (as defined in Rule 902(c) of Reg S) were made in the United States; (iii) you are not acquiring the



Tokens for the account or benefit of any U.S. Person; and (iv) your purchase of the Tokens is not part of a plan or scheme to evade the requirements of the Securities Act.

LGO MAKES NO REPRESENTATION OR WARRANTY THAT THE LGO TOKEN OR THE LIQUIDITY MINING PROGRAM IS APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES RELATED TO THE TOKEN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. LGO IS NOT RESPONSIBLE FOR LEGAL OR TAX CONSEQUENCES TO YOU OF TRANSACTING IN LGO TOKENS OR PARTICIPATING IN THE LIQUIDITY MINING PROGRAM. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF TRANSACTING IN THE LGO TOKEN AND PARTICIPATING IN THE LIQUIDITY MINING PROGRAM. BY PARTICIPATING, YOU REPRESENT THAT YOUR PURCHASE OR PARTICIPATION COMPLIES WITH LOCAL LAWS AND REGULATIONS AND YOU FULLY UNDERSTAND THE RISKS ASSOCIATED WITH SUCH TRANSACTION.

### III. GENERAL TERMS

- a) No Ownership, Revenue, or Governance Rights. User understands and accepts that LGO Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues shares or any other form of participation or governance right in or relating to the Company.
- b) No Refunds; Finality. All Token purchases are final, and there shall be no refunds or cancellations, except as may be required by applicable law or regulation or unless expressly agreed in writing by LGO. To the extent permitted by the applicable laws, all risks in relation to any refund of payment shall be borne solely and absolutely by the purchaser. LGO reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.
- c) Prohibited Resale. There are restrictions on resale of the LGO Tokens for participants in the ICO and there may restrictions on resale of the LGO Token by other users for reasons including but not limited to legal, regulatory, tax or other reasons. Such restrictions on resale may never expire and users should consult with their professional and legal advisors in respect of resale of the LGO Token.
- d) No Advice; No Reliance. LGO may provide educational information about the LGO Token, which may include, but is not limited to, blog posts, articles, links to to third-party sites, content, news feeds, tutorials, interviews, and videos. The information does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat it as such. LGO does not recommend that LGO Tokens should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any LGO Token, you should conduct your own due diligence and consult your financial, legal, and tax advisors before making any investment decision. LGO will not be held responsible for the decisions you make to buy,



sell, hold, or otherwise transact in the LGO Token based on the information provided by LGO or other third party.

e) No Warranty. All Token transactions, distributions, bonuses, rewards, redemptions, discounts, promotions, vouchers, and other privileges available with respect to the Token or the liquidity mining program associated with the LGO Token are provided and made available, if made available, “as is” without any warranties of any kind, whether implied or express, including without limitation quality, availability, merchantability or fitness for purpose (even if our Company has been notified in advance of such purpose).

f) Forward Looking Statements. Any information regarding the Token or an anticipated liquidity mining program, bonus, reward rate or payment schedules, or associated material regarding the Token or the liquidity mining or related programs is only informational and creates no obligation on part of the Company. Information that may be provided may include statements that are forward-looking statements and that reflect current expectations regarding future events and involve significant risks and uncertainties. These statements should not be read as guarantees of future performance or results and will not necessarily be accurate indications of whether or not such performance or results will be achieved. Forward-looking statements are in no way a form of advice, solicitation, or offering of or soliciting for participation in the liquidity mining program or any transaction in the LGO Token and should not be interpreted as such.

g) Taxes. Any amounts that you pay for Tokens or any Token transactions are exclusive of all applicable taxes. Determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes is your sole responsibility. It is also your entire responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. LGO is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

#### **IV. RISKS**

a) Acceptance of Risks. Any transaction in the LGO Token and participation in Token-related activities, such as the liquidity mining program, involves a high degree of risk. You agree and acknowledge that the use of the LGO Token is solely at your own risk and that LGO bears no responsibility or liability for your use of the Token including, without limitation, for any harm, loss, or damages arising from improper use of the Token, including constructed transactions, network and technical failures, unauthorized access to any user wallets, legal and regulatory matters and consequences, or fraud conducted by third parties. You agree and acknowledge that you will not use the Token (i) in a manner that violates any applicable law or regulation; (ii) to commit fraud or manipulation of any third party; (iii) to fund terrorism or other criminal activity; (iv) to circumvent any export restrictions or economic sanctions; or (v) to



otherwise violate or attempt to violate LGO's Terms of Use and Service, as such are posted on the Website and as may be amended from time to time.

b) Risks Associated with the LGO Token. By bidding, purchasing, accepting delivery of, holding, exchanging, transferring, staking, or otherwise using or transacting in the LGO Token in any way, User represents and warrants that it understand and accepts the following risks that may be associated with the Token (which is non-exhaustive and subject to change):

(i) Risk of Complete Loss. Purchasing or transacting in the LGO Token should be considered only by participants who are able to make a long term commitment and are aware of all the risk factors involved. The users should only purchase the LGO Token if they are able to bear the risk of the entire loss of their investment and have no need for immediate liquidity in such purchase. It is possible that the LGO Token becomes useless-and/or valueless due to technical, commercial, regulatory, or any other reasons.

(ii) Liquidity Risk. There is a risk that the market for the LGO Token will not be liquid. The market for the Token could be seen as illiquid due to the lack of volume of transactions on the Token in or out of the exchanges on which it is or will be listed. Consequently, it may be difficult or even impossible for purchasers to sell them. There is absolutely no guarantee that the LGO Token users will be able to sell the Token through the LGO Platform.

(iii) Dilution; Migration. The supply of LGO Tokens is subject to change and Tokens users may experience dilution in the future. This could be due to the Company issuing new LGO Tokens. Additionally, LGO reserves the right to migrate the Tokens to another protocol in the future should LGO determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Token ecosystem. The Company will not be responsible if any amount is received from an incompatible wallet or smart contract account resulting in "lost" Tokens that cannot be withdrawn from the account.

(iv) Adverse Legislation; Regulatory Uncertainty Affecting Token. The legal and regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and tokens offerings is uncertain, and new regulations or policies may materially adversely affect the development of the LGO Token, its utility, and LGO's business in general. The legal status of the Token may not be determined in the jurisdiction in which the User is located. There can be no assurance that laws relating to tokens or the legal and regulatory regimes applicable to the Company will not be changed in a manner which will adversely affect the Company, the conditions for providing the LGO Services, and the status of the



LGO Platform and Token in the future. Users are responsible for knowing and understanding how the Token is apprehended by the laws applicable to them.

(v) No Prospectus or Securities Registration. The LGO Token is not structured, qualified, registered, sold, or assimilated as a security or any other form of investment product in any jurisdiction and any information provided regarding the Token is not intended to form the basis for any investment decision or specific recommendations. As a consequence, no prospectus or registration statement has been filed with respect to any of the LGO Tokens in France or the United States, thus: (a) Users will be restricted from using certain of the civil remedies available under applicable securities legislation; (b) certain protections, rights and remedies provided in such legislation will not be available to Users; (c) Users may not receive information that might otherwise be required to be provided to them under such legislation; and (d) the Company is relieved from certain obligations that would otherwise apply under such legislation.

(vi) Third-Party Services; Custodial Risk. Custody of the LGO Token or otherwise transacting in the Token may involve services and resources provided by third parties. The Company is not responsible for any harm, loss, or damage that may arise from your use of them. If you decide to access any of the third party sites, services, or resources involving the LGO Token, you do so entirely at your own risk and subject to the terms and conditions for such sites, services, or resources.

c) Risks Associated with the Liquidity Mining Program. The legal and regulatory status of decentralized finance (or “*DeFi*”) generally is unclear or unsettled, operating within the “grey” area of the financial industry. It is based on novel, untested, and permissionless technology that brings inherent challenges and risks, all of which may not be currently contemplated or captured in this statement. The liquidity mining program is not for everyone and any participation is highly risky. By participating in the liquidity mining program, User represents and warrants that it understand and accepts the following risks and uncertainties that may be associated with liquidity mining (which is non-exhaustive and subject to change):

(i) No Protection Against Loss. No LGO entity or platform, exchange, or third party used to facilitate the liquidity mining program is regulated as a bank or other depository institution. The account used for participating in the liquidity mining program is not a deposit account or a bank account. Tokens provided are not covered by insurance against losses or subject to FDIC or SIPC protections or the protections of any comparable organization anywhere in the world.

(ii) Smart Contract Bugs; Interoperability. Liquidity mining is inherently reliant on a protocol, smart contract(s), or network that may be subject to flaws, bugs, or other errors



and involve other third parties, the control over which is outside of the participant and/or LGO's control. The smart contract may be negatively impacted by a bug or other malfunction that could be irreversible and could result in complete and sudden loss. The respective blockchains may become congested or become nonoperational because of attacks, bugs, hard forks, or other unforeseeable reasons. LGO cannot and does not represent or warrant that the tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

(iii) Unclear Legal and Tax Status of Rewards. Like the LGO Token generally, legislative or regulatory actions at the state, federal, or international level may adversely affect participants in liquidity mining, liquidity rewards, or liquidity mining platforms and: (i) the use, transfer, and value of LGO Tokens and liquidity rewards; (ii) the operations, availability, rates, and profitability of the liquidity mining program; (iii) the tax treatment of rewards of the liquidity mining program; and (iv) your ability to earn rewards or withdraw LGO Tokens in a timely manner or at all. Participants are solely responsible for ascertaining the legal and tax status of the LGO Token and any rewards received as a result of participating in the liquidity mining or related programs.

(iv) No Guaranteed Rewards. Rewards are not guaranteed and the rates and timing of rewards may vary. Reward rates may be changed or adjusted at any time without notice to the participant. Rewards may be lost, compromised, hacked, stolen, or otherwise unavailable due to the acts or omissions of a third party outside the control of LGO and/or the participant. Further, LGO reserves the right to suspend or terminate the liquidity mining program at any time for any reason in its sole discretion.

## V. QUESTIONS

If you have any feedback, questions, or complaints regarding this Addendum or the Token, please write to LGO Support at [support@lgo.group](mailto:support@lgo.group). In your email, please provide us with your name, address, and any other information we may need to identify you, your LGO Account, and/or any associated transaction.