

TERMS AND CONDITIONS

NFT of 30 years Mauritius IFC Logo

The Ministry of Financial Services and Good Governance ("MINISTRY"), having its office at Level 9, SICOM Tower, Ebène, Mauritius has unveiled its commemorative logo of 30 years for the Mauritius International Financial Centre ("The logo"). The Ministry has created **350** blockchain-tracked, non-fungible tokens ("NFTs"), each associated with one original image (animated or not) of the logo created by the Ministry and minted on Horizon Africa Blockchain, each of which is being awarded on a "right to use" basis as from November 28th 2022 to February 28th 2023 (the "period of claim").

These terms and conditions constitute a legally binding agreement (the "Agreement") between, on the one hand (i) participants to the NFT (also referred to herein as "Participants" or individually as the "Participant"), Participants who are operators of the financial services sector or are invitees at the Gala Dinner which was held on 28th November 2022 will hold the right to use the logo in their email signature banner, as well as a digital backdrop. For avoidance of doubt, the ownership of the logo will reside with the Ministry at all times.

This Agreement governs the distribution and claim of NFTs as part of the 30 years celebration of the Mauritius IFC.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT, ACCEPT ALL OF ITS TERMS AND AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN AND ALL OF THIRD-PARTY SERVICES' TERMS OF SERVICE, IN PARTICULAR.....(the "Terms of Service").

If You do not agree to the terms and conditions of this Agreement and/or third-party services' Terms of Service, You may not claim the NFT or benefit from the right to use the logo.

1. DEFINITIONS

"Logo" means any art, graphics, images, designs, logos, taglines, and drawings that may be associated with an NFT.

"Name" means name of the companies or individuals to whom the NFT will be distributed.

"Third Party Services" means any services not operated by MINISTRY, but provided to You in the context of the use of the NFTs, including but not limited to services provided by the Codevigor Ltd, Horizon Africa Blockchain, payment services; purchase, sale and exchange of digital assets; digital asset wallet; hardware wallet; storage services for the NFTs or the Art.

"User's Rights" means the rights to use the NFT in the email signature of the User and as digital backdrop, granted by this Agreement to the User.

2. CLAIMING CONDITIONS

2.1. Participation is open only to companies or individuals who have the right and authority, in accordance with relevant applicable laws, to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein. You/your company are/is the sole authorized user. You further represent and warrant that You are at least 18 years old, or the age of majority in Your country or territory, whichever is older.

Horizon Africa Blockchain or Codevigor Ltd do not have custody or control over the NFTs you are interacting with. To do a transfer of the NFT to another user within a company which has been assigned the NFT, Horizon Africa Wallet can be used, which allows to engage in transactions on the Horizon Africa Blockchain.

3. OWNERSHIP

You acknowledge and agree that MINISTRY, owns all legal right, title, and interest in and to the Logo and all intellectual property rights therein. The rights that You have in and to the NFT are limited to those expressly stated in Section 4 of this Agreement. MINISTRY reserves all rights and ownership in and to the NFT not expressly granted to You in Section 4 of this Agreement.

4. USER'S RIGHTS

The User acknowledges and agrees that the NFTs are made available solely for entertainment purposes. Once claimed, the NFT will give right to the User to use the 30-year commemorative logo of the Mauritius IFC in the User's email signature banner and as digital backdrop, subject to the Owner's continued compliance with this Agreement.

5. RESTRICTIONS

5.1. Unless expressly permitted in this Agreement or with MINISTRY's written consent, You may not:

- (i) modify the Logo associated to the NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes;
- (ii) use the Logo associated to the NFT to advertise, market, or sell any third-party product or service;
- (iii) use the Logo associated to the NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- (iv) use the Logo associated to the NFT in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in Section 4 above;
- (v) sell, distribute for commercial gain (including, without limitation, giving away in the

hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Logo associated to the NFT;

(vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Logo associated to the NFT; or

(vii) otherwise utilize the Logo associated to the NFT for Your or any third party's commercial benefit.

The restrictions set forth in this Section 5 will survive the expiration or termination of this Agreement.

6. TERMINATION OF THE RIGHT TO USE THE LOGO

The User's Rights granted hereunder shall automatically terminate and all rights shall return to MINISTRY if:

- (i) at any time the User sells, trades, donates, gives away, transfers, or otherwise disposes of the NFT for any reason;
- (ii) the email address the User provides to MINISTRY is no longer valid;
- (iii) the User breaches any of the terms of this Agreement ;
- (iv) the User engages in any unlawful business practice related to the NFT;
- (v) the User initiates any legal actions, provided herein, against MINISTRY;
- (vi) the User's license is suspended by any regulator of the financial services sector;
- (vii) any of the User ceases to provide their respective services.

7. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

7.1 To the maximum extent permitted by applicable mandatory laws, the NFT and associated Logo is provided “as is” and “as available” excluding any warranties of any kind, including, without limitation, any warranty for information, data, uptime or uninterrupted access, any warranties concerning the availability, correctness, accuracy, reliability, usefulness, or content of information, and any merchantability or fitness for a particular purpose, and We hereby disclaim any and all such warranties, express and implied. We do not warrant that the NFT and associated Logo, content, functions or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that the NFT will meet your requirements. No advice, results or information, whether oral or written, obtained by You from Us or in relation to the NFT and/or associated Logo shall create any warranty not expressly made herein.

7.2 To the maximum extent permitted by applicable mandatory law, We will not be liable to You for any loss or damage, whether in contract, tort, negligence, breach of statutory duty, or otherwise and howsoever arising, even if foreseeable, arising under or in connection with the use of, or inability to use, the NFT and associated Logo, including but not limited to any losses, damages or claims arising from: (i) Your error, such as forgotten passwords or incorrectly construed transactions; (ii) server failure or data loss; (iii) corrupted account files; (iv) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the app, network, or the electronic account or (v) security weaknesses, fraud, counterfeiting, and other technological difficulties.

7.3 We are not responsible for losses due to blockchains or any other features of the Third Party Services, including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain

supporting the Ethereum network, including forks, technical node issues, or any other issues having fund losses as a result. You acknowledge and agree that such technologies are novel, experimental and speculative and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing laws thereto.

8. ASSUMPTION OF RISK

As noted above, the NFTs are made available solely for entertainment purposes. You agree that You assume the following risks:

(A) MINISTRY does not make any promises or guarantees about the availability of the NFT or the Logo on the Internet or that they will host the NFT or the Logo at any specific location and/or for any specific period of time;

(B) the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the NFT;

(C) that non-fungible tokens are not legal tender and are not backed by government assets..

9. GOVERNING LAW

This Agreement and all matters related to it and/or any NFT shall be governed by, construed, and enforced in accordance with the laws of Mauritius and the courts of the Republic of Mauritius, Mauritius shall have exclusive jurisdiction.

10. INDEMNITY

You will defend, indemnify, and hold MINISTRY harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your license, sale or possession of the NFT and/or Your participation, including: (1) Your breach of this Agreement or the documents it incorporates by reference; (2) Your violation of any law or the rights of a third party as a result of Your own interaction with

such third party; (3) any allegation that any materials that You submit to Us, communications seeking MINISTRY's consent to activities or otherwise, infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities in connection with the NFT. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

11. PERSONAL INFORMATION

We use the personal information in order to provide You with services relating to the NFTs, including to manage our contractual relationship with You under this Agreement.

You have certain rights regarding Your personal information, including the following rights to: access Your personal information; rectify the information We hold about You; erase Your personal information; restrict Our use of Your personal information; object to Our use of Your personal information; receive Your personal information in a useable electronic format and transmit it to a third party (right to data portability); and lodge a complaint with Your local data protection authority.

12. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. VARIATION

We may revise this Agreement from time to time. You should read this Agreement carefully prior to claiming the NFT.

The Agreement in force at the time of the claim of the NFT will apply. If We revise this Agreement and You have already claimed your NFT, the revised Agreement will not apply to such claim.

13. OTHER IMPORTANT TERMS

We may transfer Our rights and obligations under this Agreement to another organization, but this will not affect Your rights or Our obligations under this Agreement. You may only transfer Your rights or Your obligations under this Agreement to another person if We agree in writing.

This Agreement is between You and the MINISTRY. No person who is not a party to this Agreement shall have any rights to enforce any of its terms. The rights of the parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

If We fail to insist that You perform any of Your obligations under this Agreement, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and any written waiver does not mean that We will automatically waive any later default by You.