

# **Pink Elements Pre-Sales Conditions**

**(valid until 2024/01/31)**

Pink Elements AG (PE) intends to carry out a pre-sale of tokens (hereinafter: Token Sale) in connection with its Pink Elements platform (hereinafter: PEP). A first issuance of Pink Token is planned for 2024.

## **Pink Elements Platform (PEP)**

The PEP is being developed as a self-sustaining global social platform for the exchange of environmental data with access for everyone. It acts as a protected space with reliable data, transparent and secured by blockchain technology.

The PEP will collect environmental data available online, initially in specific priority areas, and later globally. As soon as the PEP architecture is ready for the product, the introduction begins.

## **Pink Token**

For payments between data market participants of the PEP, only cryptographic tokens (so-called Pink Tokens) are used as a means of payment. The sole purpose of the Pink Tokens, apart from investing in the project, is that of a means of payment within the PEP.

The Pink Tokens can be transferred between participants who have a wallet address on the blockchain (part of the PE app) for the purpose of payment. Payment is made in small and micro amounts and allows access to data information and the corresponding communication spaces.

## **Pink Token Pre-Sale**

To finance the development and implementation of the PEP, PE is planning a token pre-sale in 2023 and 2024.

To this end, PE will first create a fixed amount of 10 billion pink tokens, which cannot be increased after the token launch.

All rights to the newly created Pink Tokens initially belong exclusively to the PE.

Of the newly created pink tokens, up to 1.7 billion pink tokens or rights to them are to be sold until token launch. The sale of the pink tokens usually takes place in non-public and public phases (seed, private sale, pre-sale and public sale).

The PE pre-sale takes place in 7 stages. All stages are named after environmental areas that have an important meaning.

A stage lasts 2 weeks and a maximum of 50,000,000 Pink Tokens are offered per stage.

The base price for a Pink Token in the pre-sale is 0.004 USD. Each stage has an individual bonus which is reduced with the following stage.

Only one product purchase can be made per stage. The maximum purchase amount per stage is 500 USD. Due to regulatory requirements the maximum purchase amount until 2024/01/31 may not exceed 999 CHF. It is expressly required that each individual investor adheres to this limit. For this reason, corresponding KYC requirements have been implemented.

The Pink Tokens purchased in the pre-sale are locked for 1 month after the token launch and are then released over a period of 11 months.

There is the option to choose a longer locking period when purchasing Pink Tokens, for which further token bonuses are available.

The rest of the Pink Tokens are held by PE. The Pink Tokens can only be used by PE to the extent that this is conducive to the development of the PEP and the objectives associated with it, such as distribution in the PEP, to promote the further sale of Pink Tokens and for the PE data markets or in any other way, which is likely to promote the cause of PEP.

## **Risk Warnings**

PE intends to take all necessary and reasonable steps to carry out the Pink Token launch, as well as to develop and launch the PE data markets.

However, the pre-sale token buyer is aware that cryptographic tokens, which include Pink Tokens, and blockchains are so-called "cutting edge" technologies and that token launch represents a novel financing tool.

The pre-sale token buyer acknowledges that there is a significant risk that the Token launch is not possible or financially viable or does not generate sufficient interest to achieve the expected sale target, and that the development or launch of the PE data markets is not possible or financially viable. Risk factors can be both external (e.g. a collapse of the cryptographic token market) and internal to the project (e.g. the occurrence of technological limitations that do not allow the implementation of the PEP as planned).

The pre-sale token buyer agrees that any Pink Tokens allocated as agreed in these sales conditions will not be redeemed or disbursed if any risk arises as described herein. The list of risks is not exhaustive. In such a case, the Pink Token assignment is completely lost without replacement.

The pre-sales token buyer also agrees that, due to the above-mentioned risk factors, PE cannot make any assurances regarding the eventual launch of the Pink Tokens and the subsequent use of the Pink Tokens.

In consideration of the premises and the agreements contained in these sales conditions, and subject to the pre-sale conditions contained herein, the parties

agree as follows:

### **Legal and tax framework**

The pre-sale token buyer is aware that questions regarding the legal and tax aspects of a token sale, the transfer and use of tokens, and the trading of tokens remain open at this time.

PE has no obligations to provide information or advice to the service provider in relation to these issues and does not fulfil them. It is the responsibility of the pre-sale token buyer to ensure that the pre-sale token buyer fulfils all relevant obligations in connection with this Agreement, if necessary, by seeking its own legal and tax advice.

### **Risk of loss of Pink Tokens**

PE points out that there are various risks that can lead to a failure of the token sale. These include, but are not limited to, the following risks:

- PE cannot complete the work on the PEP for practical, technical, legal or economic reasons.
- The creation of the Pink Tokens is not possible for practical, technical, legal or economic reasons.
- The PEP and PE data markets attract an insufficient number of users.
- Existing or new legal regulations prevent the use of crypto tokens such as the Pink Token in general or the Pink Token in particular.

### **Anti-Money Laundering (AML) Policy for Pink Elements AG including the Pink Token**

Pink Elements AG is committed to maintaining the highest standards of integrity and compliance with all applicable laws and regulations, including those related to Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT). This policy outlines the procedures and controls implemented to prevent the illicit use of Pink Token for money laundering, terrorism financing, and other illegal activities.

**Real-Time Monitoring:** Pink Elements AG will employ transaction monitoring tools to detect suspicious transactions in real time.

**Anomaly Detection:** Unusual or suspicious transaction patterns, such as rapid and substantial token movements, will be subject to investigation.

**Suspicious Activity Reporting (SAR):** Any PE member who becomes aware of or suspects any activity related to money laundering or terrorism financing must report it promptly to the Compliance Officer. The Compliance Officer will assess the report and, if necessary, file a Suspicious Activity Report (SAR) with the

relevant authorities.

**Data Retention:** Pink Elements will maintain accurate and up-to-date records of customer information, transactions, and identity verification wherever needed for a period specified by applicable laws and regulations.

**Compliance Officer:** A dedicated Compliance Officer or Compliance Team will be appointed to oversee the implementation and enforcement of this AML policy.

**Violation Consequences:** Violations of this AML policy may result in disciplinary actions, including suspension or termination of membership, legal action, and reporting to relevant authorities.

### **Miscellaneous**

1. The pre-sale token buyer, as the holder of this deed, is not entitled to participate in voting, receive dividends or be considered a shareholder of PE.
2. If one or more provisions of these sales conditions are wholly or partially invalid for any reason, this shall not affect the validity of the remaining provisions of the contract. Rather, the provision is to be replaced by a provision that is legally permissible and comes as close as possible to the original provision.
3. All Rights and obligations arising from this contract are subject to the law of the Principality of Liechtenstein to the exclusion of the UN Convention on Contracts for the International Sale of Goods ("CISG").
4. The place of jurisdiction for all disputes arising from this contractual relationship between PE and the service provider is the registered office of PE.