

## **General Adhesion Contract for the Exercise of Security Rights of AUNEXT Tokens**

**By:** Aubol LLC, a limited liability company incorporated under the laws of the State of Delaware, located at 838 Walker Road, Suite 21-2 Dover 19904 Delaware ("Aubol").

**And:** All current and future AUNEXT token holders ("Holders").

This contract establishes the terms and conditions under which the Holders can exercise the security rights associated with the AUNEXT tokens, backed by the mining concessions (specific mining rights) "Gold Claims" of Aubol.

### **1. Definitions and Interpretation:**

In this agreement, the following terms will have the meanings assigned herein, unless the context clearly requires otherwise:

- **"AUNEXT"** : Refers to digital tokens with symbol AUXT registered on the Binance Smart Chain (BSC) platform with the following address:  
**0x83821124406Eb8860EeD9f764c37743f5ED5B886**, each of which represents a security interest in a specific amount of gold, as stipulated in this contract.
- **"Holders"** : These are all natural or legal persons who hold AUNEXT tokens at any time during the term of this contract.
- **"Gold Claims"** : Refers to the mining concessions owned by Aubol LLC, which support the AUNEXT tokens and whose specific details are described in Annex 1 of this contract.
- **"Guarantee Rights"** : These are the rights that the Holders have to claim a specific proportion of gold, equivalent to 0.0062207 grams per AUNEXT token, from the mining reserves covered by the concessions.
- **"KYC" ( Know your Customer )** : Refers to the due diligence procedures required to verify the identity of the Owners, in compliance with the regulations for the prevention of money laundering and financing of terrorism.
- **"Mining Reserves"** : Estimated and certified amount of gold found within Aubol LLC's mining concessions that supports the issuance of AUNEXT tokens.
- **"Token"** : Represents a unit of collateral within the AUNEXT ecosystem, associated with a specific amount of gold.
- **"Arbitration"** : Dispute resolution process set forth in clause 9 of this contract.

### **Interpretation :**

- Any reference to one gender includes all genders, and words in the singular include the plural and vice versa, unless the context clearly indicates otherwise.

- Headings and titles are used for convenience of reference only and do not affect the interpretation of this agreement.
- Any reference to a "person" includes individuals, corporations, partnerships, associations and any other legal entity.
- References to any law, rule or regulation include modifications or replacements thereof .

## **2. Object of the Contract:**

This contract establishes and regulates the terms and conditions under which Holders of AUNEXT tokens, issued by Aubol LLC, may exercise their collateral rights. These rights are intrinsically linked to AUNEXT tokens and represent a specific proportion of gold backed by Aubol LLC 's mining rights .

### **Object Details:**

- **Token Security Rights** : Each AUNEXT token grants the holder a security right equivalent to 0.0062207 grams of gold. This gold is part of the reserves corresponding to the mining rights owned by Aubol LLC.
- **Nature of Security Rights** : Security rights are contractual rights that allow Holders to claim a specific amount of gold or exercise options related to mining rights, in accordance with the terms of this contract.
- **Purpose of the Contract** : The main purpose of this contract is to define and structure the mechanism by which the Holders can make effective their warranty rights, ensuring that the process is clear, fair and in accordance with the relevant legal regulations.
- **Scope of Collateral Rights** : Collateral rights do not imply a transfer of physical ownership of the gold itself, but rather a contractual right to a proportionate share of gold reserves, based on ownership of AUNEXT tokens.
- **Exercise of Warranty Rights** : The Holders may exercise their warranty rights by following the procedures described in this contract, which include the option of assigning their rights to a third party or initiating the mining exploitation process themselves.
- **Transparency and Compliance** : Aubol LLC is committed to maintaining transparency in the administration of gold claims and to comply with all legal and contractual obligations associated with the issuance and management of AUNEXT tokens.

## **3. Representations and Warranties of Aubol LLC:**

Aubol LLC, by issuing the AUNEXT tokens and entering into this agreement, makes the following representations and warranties to the Holders:

**to. Ownership and Control of Gold Claims :**

- Aubol LLC claims to be the legal owner and have complete control of the gold claims specified in Annex 1 of this contract.
- Aubol LLC ensures that the gold claims are free of liens, encumbrances and disputes that could adversely affect their value or Aubol LLC 's ability to use them as collateral for AUNEXT tokens.

**b. Legality and Compliance :**

- Aubol LLC declares that the issuance of AUNEXT tokens and the establishment of gold claims as support have been made in full compliance with applicable laws and regulations.
- Aubol LLC guarantees that it will continue to comply with all laws, rules and regulations applicable to mining, gold claims and the issuance of cryptographic tokens during the term of this contract.

**c. Authenticity of Documents :**

- All documents provided by Aubol LLC in relation to the gold claims and mining reserves, including reserve estimates, audit reports and certifications, are authentic, accurate and current.

**d. Sustainability and Viability of Gold Claims :**

- Aubol LLC guarantees that the gold claims have enough gold to back all of the AUNEXT tokens issued, based on evaluations and audits of mining reserves carried out by qualified experts.

**and. Change Notification :**

- Aubol LLC undertakes to inform the Holders of any significant change in the condition, ownership or viability of the gold. claims that could affect the warranty rights of the AUNEXT tokens.

**F. No Conflicts of Interest :**

- Aubol LLC declares that there is no conflict of interest or situation that could compromise the company's ability to fulfill its obligations under this agreement.

**4. Obligations of the Holders:**

AUNEXT Token Holders, by participating in the AUNEXT ecosystem and seeking to exercise their security rights associated with said tokens, accept and undertake to comply with the following obligations:

**to. Compliance with Procedures :**

- Owners must strictly adhere to the procedures established by Aubol LLC for the exercise of warranty rights, including, but not limited to, the correct and complete submission of any required forms and the provision of information necessary for verification of identity and ownership. of the tokens.

**b. Veracity of the Information Provided :**

- The Holders guarantee that all information provided to Aubol LLC in the process of exercising rights, including personal information and details related to the ownership of the tokens, is complete, accurate and up-to-date.

**c. Cooperation for Verification and Compliance :**

- Holders agree to fully cooperate with any requests from Aubol LLC related to verification of token ownership, including the submission of additional documentation and participation in due diligence procedures.

**d. Risk Acceptance :**

- The Holders acknowledge and accept the risks inherent in the holding and use of cryptoassets , including the risks associated with market volatility and blockchain technologies .

**and. Respect for Applicable Laws :**

- Holders agree to comply with all applicable laws and regulations in their jurisdiction of residence or operation relating to the possession and use of AUNEXT tokens.

**F. Transfer Restrictions :**

- Holders agree to adhere to the token transfer restrictions established by Aubol LLC, especially with regard to the transfer of tokens as part of the process of exercising security rights.

**g. Responsibility for the Use of Tokens :**

- Holders are responsible for the security and proper handling of their AUNEXT tokens, including the secure custody of the private keys associated with their cryptocurrency wallets.

**5. Exercise of Guarantee Rights:**

AUNEXT Token Holders have the right to exercise their collateral associated with these tokens under the following terms and conditions:

**to. Rights Exercise Process :**

- To begin the process of exercising rights, Owners must complete and submit a specific form provided on the Aubol LLC website. This form will require detailed

information, including, but not limited to, the address of the Holder's cryptocurrency wallet, the number of AUNEXT tokens they hold, and the choice of exercise option.

**b. Options for Exercise of Rights :**

- The Holders will have the following options to exercise their warranty rights:
  - **Assignment of Rights to a Third Party :** Holders may choose to assign their mining rights associated with their tokens to a third party. In this case, they must provide detailed and verifiable information about the third party, including compliance with KNY procedures.
  - **Direct Exercise of Rights :** Owners may also choose to directly exercise mining exploitation rights. This will require an additional agreement and possibly an exploitation plan, subject to approval by Aubol LLC.

**c. Verification and Approval by Aubol LLC :**

- Aubol LLC will review and verify the information provided in the rights exercise form. This process includes confirmation of ownership of AUNEXT tokens and the validity of the choice of the method of exercising rights.
- Approval of the exercise of rights will be subject to compliance with established requirements and at the discretion of Aubol LLC.

**d. Token Transfer :**

- Once the exercise of rights is approved, Holders are required to transfer the corresponding amount of AUNEXT tokens to a wallet designated by Aubol LLC, as a condition for completing the exercise of rights.
- Failure to carry out this transfer within the established period may result in the cancellation of the exercise of rights.

**and. Documentation of Exercise of Rights :**

- Upon approval and transfer of tokens, Aubol LLC will provide the Holder with formal documentation certifying the exercise of its security rights.

**6. Token Transfer and Consequences:**

As an essential part of the process of exercising collateral rights, the following terms and conditions are established for the transfer of AUNEXT tokens to Aubol LLC:

**to. Obligation to Transfer Tokens :**

- Upon receiving approval from Aubol LLC to exercise their security rights, Holders are required to transfer the specified amount of AUNEXT tokens to a wallet designated by Aubol LLC. This transfer must be made within a certain period from the date of approval.

**b. Transfer Procedure :**

- Holders must follow the procedure established by Aubol LLC for the transfer of tokens, which includes details such as the Aubol wallet address , the transfer method, and any other relevant instructions.
- Aubol LLC will provide confirmation of receipt of the transferred tokens.

**c. Consequences of Non-Compliance :**

- If the Holders do not transfer the tokens within the established period, they will lose the right to exercise the guarantee associated with those tokens.
- In the event of failure to comply with the transfer, any document or agreement issued in connection with the exercise of rights will be considered null and void.

**d. Registration and Tracking of Transfers :**

- Aubol LLC will keep a detailed record of all token transfers received in connection with the exercise of security rights.
- This record will serve as proof of compliance by the Owners and as a basis for the administration of the rights exercised.

**and. Post-Transfer Responsibilities :**

- Once the tokens are transferred, Aubol LLC will assume responsibility for these tokens and any actions associated with their custody and management.
- Holders will have no further obligations or rights associated with the tokens once the transfer is complete.

**7. Documentation and Verification:**

This section of the contract establishes the requirements and processes for documentation and verification in the exercise of security rights by AUNEXT Token Holders.

**to. Provision of Documentation by Aubol LLC :**

- **Certification of Rights :** Aubol LLC will provide Holders with an official certification or similar document evidencing the exercise of their security rights upon completion of the token transfer process.
- **Details of Gold Claims :** Aubol LLC undertakes to provide detailed information on gold claims claims , including location, reserve estimates and any other relevant information, in the form of a separate annex or document.

**b. Documentation Requirements for Holders :**

- **Personal and Token Information** : Holders must provide documentation proving their identity and ownership of AUNEXT tokens, including, but not limited to, personal identification, proof of address and cryptocurrency wallet details.
- **Additional Information in Case of Assignment to Third Parties** : In the event that an Owner chooses to assign his or her rights to a third party, he or she must provide additional documentation regarding the identity and eligibility of the third party.

**c. Verification process :**

- **Verification by Aubol LLC** : Aubol LLC will carry out a verification process to confirm the authenticity and accuracy of the documentation provided by the Owners.
- **Compliance with KNY and AML Procedures** : All documentation will be submitted to standard KNY (Know Your Customer) and AML (Anti-Money Laundering) procedures to ensure legitimacy and legal compliance.

**d. Documentation Confidentiality :**

- **Data Protection** : Aubol LLC is committed to maintaining the confidentiality and protection of all personal and financial documentation provided by the Owners, in accordance with applicable data protection laws.
- **Limited Use of Information** : The information collected will be used exclusively for the purposes of exercising warranty rights and will not be shared with third parties, except in cases required by law.

**and. Documentation Update :**

- **Obligation of Owners** : Owners are responsible for reporting and updating any relevant changes in their documentation to Aubol LLC in a timely manner.

**Claims Addendum :**

This section of the contract refers to a detailed annex that forms an integral part of the contract and which provides exhaustive information on the gold claims of Aubol LLC, which form the basis of the gold backing for AUNEXT tokens.

**to. Contents of the Annex :**

- **Description of Gold Claims** : The annex will include a complete description of the gold claims . claims of Aubol LLC, detailing its geographical location, extension and any other relevant characteristics.
- **Gold Reserve Estimate** : Details on gold reserve estimates will be provided within the gold claims , including the methods and criteria used for said estimates.
- **Legal and Technical Documentation** : Will include copies or summaries of the legal and technical documentation related to the gold claims , such as mining titles, permits, licenses and geological studies.

**b. Importance for Token Holders :**

- **Basis of Backing of Tokens** : The annex will serve to assure the Holders that they gold claims exist and are adequate to support the security rights of AUNEXT tokens.
- **Transparency and Trust** : Providing this information in a detailed and accessible manner contributes to the transparency of the AUNEXT project and fosters trust among the Owners.

**c. Update and Maintenance of the Annex :**

- **Updating Commitment** : Aubol LLC undertakes to keep the annex updated, reflecting any significant changes in the gold claims or estimated gold reserves.
- **Availability to Owners** : The annex will be available for consultation by Owners through the Aubol LLC website or by direct request.

**d. Independent Audits and Certifications :**

- **Audit Reports** : Reports from independent audits carried out on the gold will be included claims , to validate reserve estimates and legal compliance.
- **Conformity Certifications** : Certifications may be added that demonstrate the conformity of the gold claims with environmental, labor and safety regulations.

**9. Arbitration and Dispute Resolution Clause:**

This section of the contract establishes the procedures for the resolution of disputes that may arise between Aubol LLC and the AUNEXT Token Holders, prioritizing arbitration as the main resolution mechanism.

**to. Arbitration Agreement :**

- All disputes, controversies or claims arising from this contract, its interpretation, execution, breach, termination or invalidity will be resolved exclusively through arbitration.

**b. Arbitration Procedure :**

- The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or under another set of rules mutually agreed upon by the parties.
- A panel of three arbitrators will be appointed, with each party selecting one arbitrator and both arbitrators selecting the third.

**c. Place and Applicable Law in Arbitration :**

- The place of arbitration will be in the State of Delaware, United States.
- The arbitration shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.



**d. Arbitration Decision :**

- The decision made by the arbitrators will be final and binding on both parties.
- Any arbitration award will be considered final and will have the same effect as a ruling issued by a court.

**and. Arbitration Costs :**

- The costs associated with the arbitration process, including arbitrator fees, will be shared equally between Aubol LLC and the Owner, unless the arbitration award provides otherwise.

**F. Confidentiality in the Arbitration Process :**

- All parties involved in the arbitration agree to maintain the confidentiality of the arbitration proceedings and decision, except as necessary to implement or enforce the arbitration award.

**10. Confidentiality and Data Protection:**

This section establishes the obligations and commitments related to confidentiality and protection of personal data in the context of the contract between Aubol LLC and AUNEXT Token Holders.

**to. Confidentiality Obligations :**

- **Confidentiality of Information :** All personal and financial information provided by the Owners in the process of exercising guarantee rights will be considered confidential. Aubol LLC undertakes not to disclose this information to third parties, except in cases where it is required by law or for the performance of the contract.
- **Restrictions on Use :** The confidential information obtained will not be used by Aubol LLC for any purpose outside the needs of the contract, without the prior written consent of the Owner.

**b. Personal data protection :**

- **Compliance with Data Protection Regulations :** Aubol LLC is committed to complying with all applicable laws and regulations regarding the protection of personal data, including, but not limited to, the General Data Protection Regulation (GDPR) if applicable, and local data protection laws.
- **Security Measures :** Aubol LLC will implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction or damage.

**c. Rights of the Owners regarding their Personal Data :**

- **Access and Rectification** : The Owners will have the right to access their personal data in the possession of Aubol LLC and request the correction of any incorrect data.
- **Right to Erasure** : Owners may request the erasure of their personal data when it is no longer necessary for the purposes for which it was collected.

**d. Security Breach Notification :**

- In the event of a security breach affecting the personal data of the Owners, Aubol LLC will notify the Owners and the competent authorities, as required by applicable laws.

**and. Limitation of Liability :**

- Aubol LLC will not be liable for any misuse or disclosure of personal data that is not a result of its negligence or failure to comply with its obligations under this contract.

**11. Modifications and Amendments:**

This section of the contract establishes the procedure for making modifications or amendments to the terms and conditions of the contract between Aubol LLC and AUNEXT Token Holders.

**to. Modification Process :**

- **Modification Initiative** : Both Aubol LLC and the Owners may propose modifications or amendments to the contract. However, any changes proposed by the Owners will require a review and approval process by Aubol LLC.
- **Notification of Proposed Modifications** : Aubol LLC will notify Owners of any proposed modification or amendment, providing full details of the suggested changes.

**b. Consent for Modifications :**

- **Owner Approval** : Significant modifications to the contract will require the consent of a majority of the Owners, determined according to a fair and transparent procedure established by Aubol LLC.
- **Voting Mechanism** : If applicable, a voting mechanism may be implemented to allow Owners to participate in the decision on proposed modifications.

**c. Effectiveness of the Modifications :**

- **Record of Modifications** : Once approved, modifications or amendments will be incorporated into the contract and will take effect on a specified date.
- **Publication of Modifications** : **The modified versions of the contract will be published on the Aubol LLC website and will be available to all Owners.**

**d. Limitations of Modifications :**

- **Respect for Acquired Rights** : Modifications or amendments will not have retroactive effect nor will they negatively affect the rights already acquired by the Holders under the terms of the original contract.

**and. Notifications and Communications :**

- Aubol LLC will ensure that all communications related to modifications or amendments are clear, accessible and provide Owners with sufficient time to review and understand the proposed changes.

**12. Miscellaneous:**

This section includes a series of additional provisions that are essential for the effective administration and operation of the contract.

**to. Notifications :**

- **Notification Procedure** : All communications between Aubol LLC and the Owners must be made through the channels established in this contract. This may include email, notifications on the Aubol LLC website, or any other agreed upon means.
- **Updating Contact Information** : Owners are responsible for keeping their contact information up to date and notifying Aubol LLC of any changes.

**b. Transfer of Rights and Obligations :**

- The rights and obligations of the Owners under this contract cannot be assigned or transferred to third parties without the prior written consent of Aubol LLC.
- Aubol LLC reserves the right to assign or transfer its rights and obligations under this agreement to another entity, provided that this does not adversely affect the rights of the Owners.

**c. Disclaimers :**

- The failure or delay on the part of Aubol LLC in exercising any right, power or privilege under this agreement shall not operate as a waiver thereof, nor shall the sole or partial execution of any right preclude any other or subsequent execution thereof .

**d. Separability :**

- If any provision of this agreement is declared void, illegal or unenforceable by a court of competent jurisdiction, such provision will be modified to the extent necessary to make it valid and enforceable, maintaining the original intent, and the other provisions of the agreement will remain in full force and effect.

**and. Relationship between the Parties :**

- Nothing in this agreement shall be construed to create a partnership, joint venture or employer-employee relationship between Aubol LLC and the Owners.

#### **F. Complete Agreement :**

- This agreement, together with its annexes and referenced documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

#### **13. Termination and Effects of Termination:**

This section of the contract addresses the circumstances under which the contract between Aubol LLC and AUNEXT Token Holders may be terminated, as well as the consequences of such termination.

##### **to. Termination Conditions :**

- **Termination by Mutual Agreement :** The contract may be terminated at any time by mutual agreement between Aubol LLC and the Owners.
- **Termination for Default :** Either party may terminate the contract in the event of material breach of contractual obligations by the other party, subject to a cure period if applicable.
- **Termination due to Legal or Regulatory Changes :** The contract may be terminated if changes in applicable legislation or regulations make its continuation impossible or impracticable.

##### **b. Termination Notification :**

- The party wishing to terminate the contract must provide written notice to the other party, specifying the reasons for termination and, if applicable, the cure period.

##### **c. Effects of Termination :**

- **Cessation of Rights and Obligations :** Upon termination of the contract, all obligations and rights under it will cease, except those that by their nature must continue beyond termination.
- **Settlement of Obligations :** The parties will proceed to settle all outstanding obligations in a timely manner.
- **Return of Confidential Information :** Any confidential information exchanged during the term of the contract must be returned or destroyed, as agreed by the parties.

##### **d. Survival of Provisions :**

- Certain provisions of the contract, including, but not limited to, confidentiality, arbitration and data protection, will continue in force even after termination of the contract.

##### **and. Post-Termination Responsibilities :**

- Aubol LLC must ensure that all warranty rights already exercised by the Owners are honored until their conclusion, despite the termination of the contract.

