

# GENERAL OFFER TERMS AND CONDITIONS

(as of June 5, 2025)

for the public offering of PRHX crypto tokens ("**Public Offer**").

of the

Augmented Robotics GmbH  
Bismarckstrasse 10-12  
10625 Berlin

(hereinafter: "**Augmented Robotics**")

## 1. Scope of Application and General Information

**1.1** These General Offer Terms and Conditions for the PRHX Token Sale ("**Offer Conditions**") apply to the participation in the Public Offer of Augmented Robotics with regard to the PRHX crypto tokens ("**PRHX**") issued and publicly offered by it. PRHX are cryptographic tokens that are identical in content and interchangeable with each other in accordance with the ERC-20 token standard, which were programmed and generated via a smart contract on the Ethereum blockchain.

**1.2** Augmented Robotics offers PRHX in its Public Offer to entrepreneurs as well as consumers and retail investors. Participants in the Public Offer are hereinafter also referred to as "**Purchasers**".

**1.3** Entrepreneurs in the above sense are legal or natural persons who, when concluding the legal transaction for the purchase of PRHX, are acting in the exercise of their commercial or independent professional activity § 14 German Civil Code ("**BGB**").

**1.4** Consumers in the above sense are natural persons who conclude a legal transaction for the purchase of PRHX within the scope of the Public Offer for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity (Section 13 BGB).

**1.5** Retail investors as defined above are natural persons who participate in the Public Offer for purposes outside their trade, business, craft or profession (Art. 3 para. 1 no. 37 MiCAR).

**1.6** PRHX do not constitute financial instruments within the meaning of the German Investment Firm Act ("**WpIG**") or the German Banking Act ("**KWG**"). In particular, they do not constitute transferable securities within the meaning of EU Directive 2014/65/EU ("**MiFID II**"). However, PRHX are crypto assets other than Asset Referenced Tokens or E-Money Tokens within the meaning of EU Regulation 2023/1114 ("**MiCAR**").

**1.7** The Public Offer of PRHX of Augmented Robotics is made via the website <https://projecthorus.ai>.

**1.8** The Public Offer of Augmented Robotics from PRHX is not limited in time.

**1.9** Augmented Robotics has published a crypto asset whitepaper on the public offering, which can be accessed at [https://projecthorus.ai/wp-content/uploads/2025/05/ProjectHorusX\\_Whitepaper.pdf](https://projecthorus.ai/wp-content/uploads/2025/05/ProjectHorusX_Whitepaper.pdf).

## 2. Participation Restrictions

**2.1** Persons residing in the United States of America ("**USA**"), US citizens or organizations with their registered office or place of business in the USA are excluded from acquiring PRHX in the context of the Public Offer.

**2.2** Also excluded from participation in the Public Offer are persons residing in or organizations with their registered office in a state affected by EU sanctions.

### **3 Subject of the Public Offer and Token Characteristics of PRHX**

**3.1** The PRHX were generated by Augmented Robotics on the Ethereum blockchain as ERC20 tokens. A total of 2.9 billion PRHX exist, of which Augmented Robotics is offering 1,791,432,897 PRHX as part of this Public Offer.

**3.2** Ownership of PRHX does not confer any rights against Augmented Robotics, nor does it convey any claims against other legal entities. However, without creating any legal obligation, Augmented Robotics reserves the right to grant PRHX holders discounts on the purchase of services from its portfolio in the future, provided they use PRHX to pay for the services. Augmented Robotics determines the scope and form of such discount campaigns at its own discretion.

**3.3** It is possible that PRHX may develop a market value in the future, which may be subject to fluctuations over which Augmented Robotics has no control. In no event shall holders of PRHX have any claim against Augmented Robotics for an increase, maintenance or reduction in the market value of PRHX.

### **4. Procedure of the Public Offer and Conclusion of the Acquisition Agreement**

**4.1** Purchasers have the opportunity to acquire PRHX as part of the Augmented Robotics Public Offer.

**4.2** The provision of these Offer Conditions and the further documentation on the PRHX Public Offer by Augmented Robotics does not constitute a legally binding offer within the meaning of Sections 145 et seq. BGB to the purchaser for the conclusion of a purchase agreement. Rather, purchasers have the opportunity to submit a legally binding offer to Augmented Robotics via the website <https://projecthorus.ai> for the conclusion of a contract for the purchase of a number of PRHX. This requires the purchaser to accept these General Offer Terms and Conditions and the other documents relating to the Public Offer in the designated order section on <https://projecthorus.ai> or to confirm that they have read them and to provide an ERC20-compatible crypto wallet to which the PRHX to be purchased are to be delivered. By successfully transferring the purchase price in USDC in accordance with Section 5 of these Offer Conditions to the crypto wallet address specified by Augmented Robotics at the end of the order section, the purchaser submits a legally binding offer within the meaning of Sections 145 et seq. BGB for the purchase of the number of PRHX selected by him/her vis-à-vis Augmented Robotics.

**4.3** Augmented Robotics hereby declares its acceptance of offers submitted under fulfillment of the conditions set out in Clause 4.2 above. If the Purchaser's offer is for the acquisition of a quantity of PRHX that Augmented Robotics cannot transfer in view of the fact that a maximum of 1,791,432,897 PRHX are offered in the Public Offer in accordance with these Offer Conditions, Augmented Robotics hereby declares to the Purchaser that it rejects the offer.

**4.4** The fulfillment of concluded acquisition agreements by Augmented Robotics, in particular the delivery and the legally effective transfer of legal ownership of PRHX, shall take place in accordance with Clause 7 of these Offer Conditions.

**4.5** Augmented Robotics itself does not offer crypto wallets for the safekeeping of PRHX. The secure safekeeping of PRHX, including the control of access to them in the form of private cryptographic keys, is the sole responsibility of the Purchaser at all times.

### **5. Token Price**

**5.1** As part of the Public Offer, PRHX can only be acquired from Augmented Robotics against the crypto asset USDC.

**5.2** The exchange price in USDC will increase successively over ten price stages during the Public Offer. The time of transition to the 11th price stage is considered the end of the pre-sale. A price stage will be valid for a maximum of two weeks. The duration of the 11th price stage has no end. However, if the stage hard cap of the respective price level is reached

prior to the end of the two weeks, the next higher price level will apply from the time the hard cap is reached. The individual price levels are defined as follows:

Offer price per token	Stage Hard Cap (Token)	Price level	Maximum duration
0.0050 USDC	200,000,000.00	Stage 1	up to 2 weeks
0.0055 USDC	181,818,182.00	Stage 2	up to 2 weeks
0.0060 USDC	166,666,667.00	Stage 3	up to 2 weeks
0.0065 USDC	153,846,154.00	Stage 4	up to 2 weeks
0.0070 USDC	142,857,143.00	Stage 5	up to 2 weeks
0.0075 USDC	133,333,333.00	Stage 6	up to 2 weeks
0.0080 USDC	125,000,000.00	Stage 7	up to 2 weeks
0.0085 USDC	117,647,059.00	Stage 8	up to 2 weeks
0.0090 USDC	111,111,111.00	Stage 9	up to 2 weeks
0.0095 USDC	105,263,158.00	Stage 10	up to 2 weeks
0.014 USDC	12,457,193.00	Stage 11	unlimited

**5.3** The current exchange price at which PRHX can be purchased from Augmented Robotics in the Public Offer is displayed to the Purchaser during the order process.

**5.4** Costs incurred in connection with setting up and maintaining the Purchaser's crypto wallet to which the PRHX to be acquired are to be transferred as well as costs incurred in connection with the transfer of acquired PRHX (e.g. gas fees on the Ethereum blockchain) shall be borne by the Purchaser.

## **6. Earn Program: Staking Rewards During the Pre-Sale Phase**

**6.1** For the duration of the pre-sale, participants in the Public Offer have the opportunity to receive "Staking Rewards", which are delivered to the Purchaser in the form of additional PRHX. Pre-sale Purchasers have the opportunity to add the PRHX to be purchased to an earn program in order to receive "Staking Rewards" for the PRHX added. Augmented Robotics expressly points out that the term "Staking Rewards" within the meaning of these Offer Conditions is not meant technically and that participation in the earn program does not mean participation in the consensus mechanism of the underlying Ethereum blockchain for the PRHX supplied, but merely entitles the pre-sale Purchaser to receive "Staking Rewards" from Augmented Robotics in accordance with these Offer Conditions.

**6.2** The amount of the "Staking Rewards" offered by Augmented Robotics is calculated dynamically and is depending on the number of PRHX added to the earn program. At the beginning of the pre-sale, Augmented Robotics offers Purchasers a "Staking Reward" amounting to 320% of the PRHX added by the Purchaser. Pre-sale Purchasers who wish to participate in the earn program will be shown the current "Staking Reward" at the relevant time on the website, which can then be agreed with them on a binding basis.

**6.3** The maximum number of PRHX tokens available under the earn program is limited to 30% of the token quantity allocated to each pre-sale sales stage. As soon as this quota is reached, no further tokens can be added to the earn program within the relevant sales stage.

## **7. Transfer and Delivery of Acquired PRHX**

**7.1** Purchasers are obliged to pay in advance. The exchange price in USDC is due immediately upon submission of the offer to Augmented Robotics in accordance with Clause 4.2 of these Offer Conditions and is to be paid by the Purchaser.

**7.2** The transfer and delivery of PRHX by Augmented Robotics to the Purchaser shall take place after a corresponding request by the Purchaser, which can be declared via the "Claim token" button in the sale area at <https://projecthorus.ai>, but no earlier than 28 days after the completion of the 10th price stage (10th stage). PRHX that have been added to the earn program in accordance with section 6 can be requested for transfer and delivery to the

crypto wallet specified by the Purchaser in the order process ("lock-up period") no earlier than 60 days after completion of the 10th stage.

**7.3** The transfer of ownership of the acquired PRHX by Augmented Robotics to the Purchaser shall only be deemed to have taken place after successful delivery to the crypto wallet designated by the Purchaser.

## **8. Liability Regulations and Limitations of Liability**

**8.1** Augmented Robotics is liable for damages incurred by the Purchaser in connection with the Public Offer governed by these Offer Conditions, insofar as Augmented Robotics, its representatives or vicarious agents are guilty of intent or gross negligence.

**8.2** Augmented Robotics shall also be liable for damages incurred by the Purchaser in connection with the Public Offer regulated in these Offer Conditions, insofar as these were caused by Augmented Robotics, its representatives or vicarious agents through the negligent breach of a material contractual obligation. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In such cases, Augmented Robotics' liability is limited to the damages that were typically foreseeable at the time the contractual relationship between Augmented Robotics and the Purchaser came into being.

**8.3** The above limitation of liability shall apply to all liability for damages, irrespective of the legal grounds, including, inter alia, pre-contractual or ancillary contractual claims. However, the limitation of liability does not restrict any mandatory statutory liability, including any liability under the German Product Liability Act or liability for damages resulting from injury to life, limb or health.

**8.4** Purchasers are obliged to take effective measures to prevent and minimize damage.

## **9. Data Protection**

Information on the handling of personal data by Augmented Robotics can be found in Augmented Robotics' privacy policy, which can be accessed at <https://projecthorus.ai/wp-content/uploads/2025/06/Privacy-Policy.pdf>.

## **10. Final Provisions**

**10.1** The place of performance for the services to be provided by Augmented Robotics is Berlin, Federal Republic of Germany.

**10.2** The Purchaser's participation in the PRHX Public Offer is based exclusively on these Offer Conditions. Augmented Robotics expressly does not accept the Purchaser's general terms and conditions.

**10.3** This contract and all rights and obligations arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the conflict of laws rules of the private international law of other legal systems and the UN Convention on Contracts for the International Sale of Goods (CISG).

**10.4** If the Purchaser is a merchant within the meaning of the German Commercial Code, a special fund under public law or a legal entity under public law, the exclusive place of jurisdiction for all disputes between Augmented Robotics and the Purchaser arising from the legal relationship governed by these Offer Conditions shall be Berlin, Federal Republic of Germany.

**10.5** Should one of the provisions of these Offer Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.