

TOKEN SWAP TERMS & CONDITIONS

Your exchange of Ethereum based Tracer DAO or TCR tokens (the “**Old Tokens**”) in accordance with these Token Swap Terms and Conditions (the “**Terms**”) for Ethereum based Mycelium or MYC Tokens (the “**New Tokens**”) issued by Lion’s Mane Golden Development Limited (“**Company**,” “**we**,” “**us**,” “**our**”) during the “**Swap Period**”, as defined in Section 5.b of these Terms, is subject to these terms and conditions. Each of you and us is a “**Party**” (and together, “**Parties**”). As used in these Terms, “**Token**” may refer to the Old Token or the New Token, and the term “**Tokens**” may refer to either or both.

These Terms take effect and become binding upon you at the earlier of (1) the time at which you click “I Agree” as presented with these Terms, or (2) when we receive your submission of Old Tokens pursuant to these Terms, with such date being the “Effective Date”. These Terms may be altered. In exchanging Old Tokens for New Tokens during the Swap Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us by email at legal@mycelium.ventures. As further consideration for your obligations under these Terms, the Company is making available to you, after the Token Swap, as defined below, certain enhancements that are further described on the following Websites: <https://mycelium.xyz/> and <https://www.tracer.finance/> (the “**Website**”).

NO INVITATION IS MADE HEREUNDER TO ANY U.S. PERSON TO (I) ENTER INTO ANY TOKEN SWAP WITH THE COMPANY; OR (II) ACQUIRE ANY TOKENS FROM THE COMPANY. NO SALE OF TOKENS SHALL BE MADE TO ANY U.S. PERSON.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING BUT NOT TO AN AGREEMENT TO ARBITRATE. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTIONS AS DETAILED IN THESE TERMS) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER THAT (1) YOU WILL BE PERMITTED TO PURSUE CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR CLASS REPRESENTATIVE IN ANY ACTION OR PROCEEDING, AND THAT (2) YOU WILL BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE TOKEN SWAP.

1. PURPOSE AND USE OF NEW TOKENS

- a.** The purpose of the New Tokens is to facilitate the use of Tracer DAO and Mycelium Platform (the “**Platform**”) and its related features and services (the “**Services**”), as detailed on the Website from time to time. Tokens are only for use in connection with the Platform under these Terms and only constitute a transferable representation of attributed functions of the Platform and its Services.
- b.** As we have no ability to control third parties’ use of the Platform, our responsibility or liability for the Platform is limited. The Company makes no, and disclaims all warranties and/or representations and offers no assurances (either expressed or implied) that New Tokens will confer any actual and/or exercisable rights of use, functionality, features, purpose, or attributes in connection with the Platform in the future.

- c. The New Tokens do not confer any rights, either express or implied, other than limited rights relating to the provision and receipt of Services on the Platform and the use of and interaction with the Platform as available from time to time, subject to limitations and conditions detailed on the Website from time to time. The New Tokens are not intended to be a digital currency, security, commodity, or any other kind of financial instrument. These Terms do not constitute an invitation to the public (in the British Virgin Islands or otherwise) to subscribe to any securities.

2. Scope of Terms

- a. Unless otherwise stated in these Terms, these Terms govern only your exchange of Old Tokens for New Tokens during the Swap Period (the “**Token Swap**”).
- b. Any use of New Tokens in connection with providing or receiving Services on the Platform may be governed by other applicable terms and policies. New terms or policies may be added from time to time. You affirm that you have read and understand (i) these Terms, (ii) any other terms and policies applicable with respect to the Platform, and (iii) the Risk Disclosures set forth in these Terms. You further affirm that you will regularly check for updates to these documents on the Website or other channels made available at the Website, and will read and be bound by any such updates.
- c. YOU AGREE AND CERTIFY THAT YOU ARE EXCHANGING OLD TOKENS FOR NEW TOKENS DURING THE TOKEN SWAP FOR YOUR OWN PERSONAL USE AND UTILITY AND TO PARTICIPATE ON THE PLATFORM, AND NOT FOR INVESTMENT, DISTRIBUTION, OR FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT TOKENS ARE NOT A SECURITY OR CRYPTOCURRENCY AND YOU ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE. New Tokens are cryptographic tokens to be used on the Platform. If you do not understand any of the concepts identified in these Terms or referred to in these Terms, please contact us through the Website. By agreeing to these Terms you affirm that you understand and agree with all concepts described in the specified documents to your satisfaction, and you affirm that you also shall comply with all applicable terms and policies with respect to the Platform.
- d. To the extent that there is any conflict between these Terms and the terms and policies applicable with respect to the Platform, the terms and policies applicable with respect to the Platform shall control with respect to any issues relating to the use of New Tokens in connection with providing or receiving Services on the Platform.
- e. These Terms have been prepared in connection with the opportunity for persons that are not U.S. Persons (as defined under applicable U.S. Law) that are eligible to take part in the Token Swap (collectively, the “**Eligible Investors**”). You may be required to prove your status as an Eligible Investor.
- f. The New Tokens have not been and will not be registered under the laws of the British Virgin Islands or any foreign jurisdiction. The New Tokens will be offered and entered into only with Eligible Investors that are not Restricted Persons (as defined below). If a proposed acquirer of New Tokens is a citizen, a resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of a country or jurisdiction subject to any applicable sanctions or is a person otherwise prohibited from acquiring New Tokens pursuant to the provisions of applicable law (collectively, a “**Restricted Person**”), such proposed acquirer of New Tokens is not an Eligible Investor and must not acquire or attempt to acquire New Tokens from the Company.

3. Principles

- a. You understand and accept that while the individuals and entities, including the Company, assigned to this task, will make reasonable efforts to continue to develop and complete the Platform, it is possible that such development may fail and your Tokens may become useless and/or valueless due to technical, commercial, regulatory, or any other reasons.
- b. You are aware of the risk that even if all or parts of the Platform are successfully developed and released in full or in parts, it is possible that, due to a lack of public interest, the Platform could be fully or partially abandoned, become commercially unsuccessful, or shut down for lack of interest, regulatory reasons, or other reasons. You understand and accept that your exchange of Old Tokens for New Tokens carries significant financial, regulatory, and/or reputational risks (including the complete loss of value of New Tokens and attributed features of the Platform).
- c. New Tokens will be exchanged for Old Tokens in a direct one-to-one ratio (one Old Token per one New Token). Neither this document nor any other document or communication may modify or add any additional obligations to the Company and/or any other person, entity, and/or affiliate involved with the deployment or operation of the Platform beyond those set forth or described herein.
- d. By exchanging Old Tokens for New Tokens you expressly agree to all of these Terms. You further confirm to have carefully reviewed these Terms and fully understand the risks of exchanging Old Tokens for New Tokens.
- e. This document does not constitute a prospectus of any sort, is not a solicitation for investment or any kind, and does not pertain in any way to an initial public offering or a share/equity offering, and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the exchange of Old Tokens for New Tokens.
- f. By exchanging Old Tokens for New Tokens, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the deployment or operation of the Platform is created.

4. Cancellation; Rescission

Your exchange of Old Tokens for New Tokens during the Swap Period is final, and there are no refunds, cancellations or rescissions except as may be required by applicable law or regulation. We will provide you web-based support only, in our sole discretion, which may include email, web forums, and knowledge-based support. We will not provide telephone or live support. The support email address can be found on the Website. By participating in the Token Swap, you acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement, or other similar remedy which you might otherwise claim in respect of any Tokens or under these Terms under the laws of any jurisdiction.

5. Token Swap Procedures and Specifications

- a. **Accepted Tokens.** Only Old Tokens are accepted in exchange for New Tokens.
- b. **Swap Period.** Old Tokens can be submitted in exchange for New Tokens, on a 1-for-1 ratio, beginning on 12 August 2022 at 12:01am AEST and ending on the three-year anniversary of

such date or such later date as the board of directors of the Company may determine in its sole and absolute discretion (such period being the “**Swap Period**”).

- c. Ensure to Use the Approved Smart Contract.** The Company has deployed a smart contract system on the Platform as the only method for exchanging Old Tokens for New Tokens during the Swap Period. Access to this swap system will be available through the Website. To the extent that any other third party website, service, or smart contract offers New Tokens during the Swap Period or facilitates the sale, exchange, or transfer of New Tokens in any way during the Swap Period or at any time up to the release of the New Tokens, such third party websites or services are, unless explicitly stated otherwise on the Website, not authorized by the Company and have no relationship in any way with the Company or any of our affiliates, and such New Tokens shall be invalid.
- d. Transferability of New Tokens**

 - i. Notwithstanding any other provision of these Terms, the Company reserves the right to treat as void any transfer or attempted transfer of a New Token that the Company reasonably believes to be unlawful for any reason.
 - ii. Transferees of New Tokens in permitted transfers shall be deemed to be bound by these Terms and any Terms and Policies applicable with respect to the Platform. The owner of the wallet in which any Token is held will (except as otherwise required under applicable law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that Token for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key), and neither the Company nor any other person will be liable for so treating that person as the absolute owner of such Token. By transferring any Token in a permitted transfer, you assign all your rights, title, and interest under these Terms to the transferee. Transfers of any New Token shall be effective only when the time and date of the relevant transfer are included in a block on the relevant blockchain. If any rule of law requires written notice to effect the transfer of any New Token, such notice is deemed to have been given as an electronic record by inclusion of the relevant transaction on a block on the Platform.
 - iii. Protections offered by applicable law in relation to the acquisition, storage, sale, and/or transfer of the instruments and/or investments of the types referred to herein do not apply to the transfer of New Tokens under these Terms or to your storage, sale, and/or transfer of New Tokens.
- e. Excluded Contributions.** The Token Swap involves only the exchange of Old Tokens for New Tokens on a 1-for-1 basis. Any other type(s) of consideration, including any type of fiat or cryptocurrency, will not be accepted.
- f. Delivery.** After completion of the Token Swap (which is subject to our "Know Your Customer" (“KYC”) compliance and confirmation under Sections 7.b and Section 8 below), the account or wallet you used to exchange Tokens will be credited with the exact same number of New Tokens from the total amount of Old Tokens you exchanged during the Token Swap (the “**Swap Distribution**”). All deliveries from the Swap Distribution will be made electronically. Deliveries will be made directly to the account, address, or wallet associated with your Token Swap. Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage, and transfer of the New Token, meaning it must be Ethereum compatible. Non-compatible wallet addresses will not be accepted. In addition, your wallet address must not be associated with a third party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address. The Company reserves

the right, in its sole discretion, to prescribe additional conditions relating to specific wallet requirements for the Token Swap at any time.

- g. Third Party Service Provider or Agent.** If you participate in the Token Swap through a third party service provider or agent, that service provider or agent is your agent, not our agent, for the purpose of the Token Swap. You, not the Company, are responsible for ensuring that we actually receive the appropriate amount of Old Tokens and that you receive the appropriate amount of New Tokens. We are not responsible for any loss or delay of Tokens due to your use of a third party service provider or agent.
- h. Exchange Submission Rejection.** Without limiting the grounds upon which the Company may refuse to distribute New Tokens, if distribution of New Tokens to you, or the holding of New Tokens by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or if the Company suspects such, then:
 - i.** the Company is not required to permit your participation in the Token Swap or to otherwise distribute any New Tokens to you nor, in either case, to any other person or entity acting on your behalf;
 - ii.** the Company may request, require, or facilitate that steps be taken to ensure the full return of any New Tokens that you hold;
 - iii.** the Company reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for the Company to meet its legal and regulatory obligations; and
 - iv.** such actions will be irrespective of any original contribution that has been made by you to the Company and/or any other third party in respect of the Old Token, and the Company is not required to provide reasons.

6. Acknowledgement and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, exchanging Tokens, and using New Tokens for providing or receiving Services in the Platform, including, without limitation, those disclosed and explained Appendix 1 hereto (the “**Risk Disclosures**”). You assume all such risks. If you have any questions regarding these risks, please contact us at the Website. BY PARTICIPATING IN THE TOKEN SWAP, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL OF THESE RISKS.

7. Security

- a. Your Security.** You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold New Tokens which you receive in the Token Swap or thereafter, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your New Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Platform address or your New Tokens, and (iii) your username, password, and any other login or identifying credentials. If you are no longer in possession of any device connected with your account, or are not able to provide your login or identifying credentials, we may, in our sole discretion and only if we have the ability to do so, grant access to your account to any person providing additional credentials

to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.

- b. Additional Information.** You will provide to us, or to our nominee, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state, local, domestic, or foreign law, regulation, or policy, including any "Know Your Customer" ("KYC") requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you or government identification cards, and we, or our nominee, may keep a copy of such information for our records. Such information will be used by us, or our nominee, to confirm compliance with such federal, state, local, domestic or foreign laws, regulations, and policies before your Swap Distribution.
- c. Your Information.** We may use aggregate statistical information about your activity, including your activity on the Website or Platform and logins to various websites, for marketing or any other purpose, in our sole discretion. We may use your internet protocol address to verify your exchange of Old Tokens for New Tokens. However, we will not release your personally-identifying information to any third party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Notice (a copy of which is annexed as Appendix 2), or any other terms or policies applicable with respect to the Platform. For more information about how we process and use your personally-identifying information, see our Privacy Notice.

8. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you (e.g., identity, address, source of wealth) in order to comply with applicable laws or regulations in connection with your exchange of Old Tokens for New Tokens or to otherwise confirm you are an Eligible Investor and not a Restricted Person. You shall provide to us such information promptly upon request, and you acknowledge that we may refuse to allow you to exchange your Old Tokens for New Tokens until you provide such requested information and we have determined that it is permissible to allow you to exchange your Old Tokens for New Tokens under applicable law.

9. Taxes

You are responsible for determining what, if any, taxes apply to your exchange of Old Tokens for New Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or other tax arising from your exchange of Old Tokens for New Tokens. You agree not to hold the Company or any of the Company Parties liable for any tax liability associated with or arising from the creation, ownership, use, or liquidation of Tokens, or any other action or transaction related to the Platform or the Token Swap.

10. Representations and Warranties

By submitting your Old Tokens for exchange into New Tokens, you represent, warrant, and covenant that:

- a.** It is your responsibility to participate in the Platform in some manner, meaning that the ecosystem surrounding the Platform is NOT solely dependent upon the efforts of the Company, but by the Token holders engaging with the Platform and Services.

- b.** You are an Eligible Investor and not a Restricted Person.
- c.** You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of exchanging your Old Tokens for New Tokens.
- d.** You have read and understand these Terms, and are agreeing to these Terms voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered to be necessary or appropriate, after due inquiry.
- e.** You have obtained sufficient information about the New Tokens to make an informed decision to exchange your Old Tokens for New Tokens.
- f.** The New Tokens confer only the right to provide and receive Services in the Platform and confer no other rights of any form or nature with respect to the Platform or the Company, including but not limited to any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial, or legal rights. You acknowledge and accept that New Tokens do not represent or constitute:
 - i.** any ownership right or stake, share, equity, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, commodity, bond, warrant, certificate debt or hybrid instrument, or any other financial instrument or investment entitling the holder to interest, dividends, or any kind of return or carrying equivalent rights (including in respect of the Company or the Platform);
 - ii.** any right to receive future revenues, shares or any other form of participation or governance right from, in, or relating to the Company and/or the Platform;
 - iii.** any form of currency, money, deposit, or legal tender, whether fiat or otherwise, in any jurisdiction, nor do they constitute any substitute or representation of currency, money, deposit, or legal tender (including electronic money); or
 - iv.** any right, title, interest, or benefit whatsoever, in whole or in part, in the Platform, the Company, or any assets related to either, except that New Tokens may be used in connection with transactions on the Platform, subject to these Terms and any Terms and Policies applicable with respect to the Platform.
- g.** You are not exchanging your Old Tokens for New Tokens for any use or purpose other than to provide or receive Services in the Platform, including, but not limited to, for any investment, speculative, or other financial purposes.
- h.** Your exchange of your Old Tokens for New Tokens complies with applicable laws and regulations in your jurisdiction, including but not limited to (i) legal capacity and any other threshold or eligibility requirements in your jurisdiction for the exchange of your Old Tokens for New Tokens and entering into legally binding contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to the Token Swap, and (iii) any governmental or other consents that may need to be obtained.
- i.** You shall promptly provide to the Company, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation, regulations, or guidance and/or tax information reporting or withholding legislation, regulations or guidance, or any KYC requirements and policies.
- j.** You are legally permitted to receive the New Tokens.
- k.** You will comply with applicable tax obligations, if any, in your jurisdiction arising from exchanging your Old Tokens for New Tokens.

- l.** If you are exchanging Old Tokens for New Tokens on behalf of any entity, (i) you are authorized to accept these Terms on such entity's behalf and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly); (ii) the acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (A) any provision of such entity's constitutional or organizational documents (and in the case of a corporate entity, including, without limitation, any company or partnership); (B) any provision of any judgment, decree, or order imposed on such entity by any court or governmental or regulatory authority; and/or (C) any material agreement, obligation, duty, or commitment to which such entity is a party or by which such entity is bound; and (iii) such entity is duly incorporated, registered, and validly existing under the applicable laws of the jurisdiction in which the entity is established.
- m.** If you are a corporation, company, partnership, or other "non-natural person" entity, (i) the acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (A) any provision of your constitutional or organizational documents (and in the case of a corporate entity including, without limitation, any company or partnership); (B) any provision of any judgment, decree, or order imposed on you by any court or governmental or regulatory authority; and/or (C) any material agreement, obligation, duty, or commitment to which you are a party or by which you are bound; and (ii) you are duly incorporated or organized, registered, and validly existing under the applicable laws of the jurisdiction in which you are established.
- n.** You are not a governmental or semi-governmental authority.
- o.** You are not a resident or domiciliary of the British Virgin Islands or purchasing Tokens from a location in the British Virgin Islands.
- p.** You are not exchanging your Old Tokens for New Tokens from countries or regions comprehensively sanctioned by any applicable sanctions laws such as the U.S. Office of Foreign Assets Control ("**OFAC**") (including countries such as Ukraine, Cuba, Iran, North Korea, Sudan, and Syria), or on behalf of the governments of these countries or regions, nor will you use the New Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions.
- q.** You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to applicable comprehensive country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons or Foreign Sanctions Evaders Lists, or the U.S. Department of State's Debarred Parties List (or the equivalent regimes in any other jurisdiction). You will not use the New Tokens to conduct or facilitate any transactions with such persons described above. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf and bind it to these Terms.
- r.** Title to and risk of loss of the New Tokens you receive in the Token Swap passes from the Company to you in the British Virgin Islands.

- s.** Tokens are not intended to be a digital currency, security, commodity, or any other kind of financial instrument.
- t.** These Terms shall not be construed as an invitation to the public (in the British Virgin Islands or otherwise) to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by, the Company shall be construed as such.
- u.** The Company is not registered with or licensed by any financial regulatory or securities authority in the British Virgin Islands or elsewhere. Accordingly, no British Virgin Islands or other financial regulatory or securities authority has passed upon the contents of these Terms or the merits of exchanging your Old Tokens for New Tokens, nor have these Terms been filed with, or reviewed by, any British Virgin Islands or other financial regulatory or securities authority.
- v.** You are of a sufficient age to legally obtain and use New Tokens.
- w.** With regard to the Tokens, we make no guarantees that you will be able to resell the Tokens, or as to their future value, and that no market liquidity may be guaranteed and that the value of the Tokens over time may experience extreme volatility or depreciate in full.
- x.** You, as an active member of the Platform, must maintain accurate records as to your ownership amounts of New Tokens, correct address and physical location, location of wallets, participation efforts, and provide all requested information necessary for the Company to maintain accurate records as to the ecosystem created for the Company and to notify all associated parties within the Platform community.
- y.** You bear the sole responsibility to determine whether the creation, ownership, or use of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time, the exchange of Old Tokens for New Tokens, and/or any other action or transaction related to the Platform may have tax implications. By obtaining, holding, or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (including but not limited to developers and auditors (e.g. contractors or founders)) liable for any tax liability associated with or arising from the creation, ownership, or use of the Tokens or any other action or transaction related to the Platform.
- z.** By exchanging your Old Tokens for New Tokens, you are obtaining the functionality of the New Tokens on the Platform, being aware of the commercial risks associated with the Platform. You acknowledge and agree that (i) you have no expectation of obtaining any governance rights over the Platform or of influencing the development or operation of the Platform except as otherwise agreed to in writing by the Company or as set forth in any Terms and Policies applicable with respect to the Platform and (ii) there is no guarantee or assurance of the quality, nature, or standard of the services of the Platform, features and/or attributes (if any) that will be made available through the Platform in the future.
- aa.** You waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of the Tokens or the Token Swap.
- bb.** The creation of the Tokens and the Token Swap do not involve the purchase of shares, securities, or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction.
- cc.** You have no right against any other party to request any refund of Old Tokens exchanged for New Tokens, under any circumstances.
- dd.** You will not use Tokens to finance, engage in, or otherwise support any unlawful activities.

11. Your Responsibilities

- a. You are responsible for properly configuring any software in connection with your access to, or use of, New Tokens.
- b. The Platform login credentials are for your individual use only and you may not sell, transfer, or sublicense them to any other person, except that you may, in your own discretion, disclose your credentials to your employees, contractors or agents performing work on your behalf. You are responsible for any person's use of your credentials. You will be deemed to have taken any action that you permit, assist, or facilitate any person to take related to these Terms. You are responsible for any actions taken by anyone who purchases or otherwise acquires New Tokens from you (this person being referred to in these Terms as an "**End User**"). You will ensure that any End User complies with your obligations in these Terms and that the terms of your agreement with any End User are consistent with these Terms. You are responsible for providing customer service (if any) to any End User. We do not provide any support or services to End Users unless we have a separate agreement with you or the End User which obligates us to provide support or services.

12. Proprietary Rights

- a. **Suggestions.** If you provide any suggestions to the Company or any Company Party as defined in these terms, we will own all rights, title, and interest in and to those suggestions, even if you have designated the suggestions as confidential or proprietary. The Company Parties shall be entitled to use, transfer, and hypothecate the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to such suggestions and shall provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.
- b. **Hardware and Software.** Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the New Tokens you receive in your Swap Distribution) used by us or our affiliates.
- c. **Intellectual Property.** We retain all rights, title, and interest in all of our intellectual property, including without limitation (i) all patents, designs, copyright and related rights, database rights, know-how and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration, inventions, discoveries, processes, methods, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable, or protectable in trademark, and all trademarks, copyrights, or patents based thereon; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions, and renewals in relation to any such rights (collectively, the "**Company IP Rights**"). You may not use any of the Company IP Rights for any reason except with our express, prior, written consent, which may be granted by us in our sole discretion and, if granted, thereafter revoked by us at any time at our sole discretion. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any of the Company IP Rights. We at all times retain ownership, including all rights, title, and interests in and to the Company IP Rights and you understand and accept that by accepting the Token Swap pursuant to these Terms you will not (A) acquire or otherwise be entitled to any Company IP Rights; (B) make a claim in respect of any Company IP Rights or any other equivalent rights;

or (C) use, attempt to use, copy, imitate, or modify (whether in whole or in part) any Company IP Rights except with our prior written consent.

13. Indemnification

- a. To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless the Company and its parent companies, subsidiaries, and affiliates, and its and their respective past, present, and future employees, officers, directors, managers, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns (the "**Company Parties**"), on demand from and against all claims, demands, actions, damages, losses, costs, and expenses (including attorneys' fees, court costs, investigative costs, amounts paid in settlement, and other costs and expenses) that arise from or relate to: (i) your exchange of Old Tokens for New Tokens, (ii) the performance or non-performance of your responsibilities and obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. The rights of the Company Parties under Section 13.a are in addition to, and not in lieu of, (i) any other indemnities set forth in any other written agreement between you and the Company, and (ii) any other remedies that may be available to the Company under applicable law or in equity.
- c. The Company reserves the right to exercise sole control over the defense, at your cost and expense, of any claim subject to indemnification under this Section 13.
- d. A person who is not a party to these Terms and who is granted rights pursuant to these Terms including, without limitation, this Section 13 (each, a "**Beneficiary**") is an intended third-party beneficiary under these Terms (and the Company shall hold the benefit of such provisions on trust for each such persons). However, the parties to these Terms may rescind or vary these Terms (including, without limitation, any variation so as to extinguish or alter a third party's entitlement to enforce any provisions of these Terms) without the consent of any such third party.

14. Disclaimers

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US, (i) THE NEW TOKENS ARE ISSUED IN THE TOKEN SWAP ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (ii) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, THAT THE TOKENS MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE NEW TOKENS WILL BE CORRECTED; AND (iii) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR NEW TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE NEW TOKENS IN YOUR SWAP DISTRIBUTION.
- c. YOU UNDERSTAND THAT THE TOKENS, BLOCKCHAIN TECHNOLOGY, THE PLATFORM, AND OTHER CRYPTOCURRENCY ARE NEW AND UNTESTED

TECHNOLOGIES OUTSIDE OF OUR CONTROL AND, THEREFORE, ADVERSE CHANGES IN MARKET FORCES, LAW, OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

- d. TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SWAP, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH VOLUME ON THE PLATFORM, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, PLATFORM HACKING, AND TELECOMMUNICATIONS OR INTERNET FAILURE OR DISRUPTION. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, TOKENS, OR OTHER CRYPTOCURRENCY, HARDWARE, OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK.
- e. Some jurisdictions do not allow the exclusion of certain warranties or disclaimers of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 14 may not apply to you.

15. Limitation of Liability

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:
 - i. IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME, OR PROFITS; UNREALIZED GAIN OR SAVINGS; LOSS OF USE OR DATA; OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF TOKENS) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE TOKENS, THE TOKEN SWAP, OR THE USE OF, OR INABILITY TO USE, THE TOKENS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR INFRINGEMENT OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND
 - ii. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR INFRINGEMENT OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE TOKENS, THE TOKEN SWAP, OR THE USE OF, OR INABILITY TO USE THE TOKENS, EXCEED USD \$1,000.
- b. Sections 1 through 4, 5.e, 5.h, 6, 7.a, 9, 10, 11.b, and 12 through 21 shall survive the Token Swap, the Token Swap Period, and any termination of these Terms. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 15 may not apply to you.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE TOKEN SWAP OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE END OF THE SWAP PERIOD OR IT WILL BE FOREVER BARRED.

16. Release

- a. When you exchange your Old Tokens for the New Tokens, this Section 16 (the “**Release**”) supersedes the original terms with respect to the original issuance of your Old Tokens.
- b. To the fullest extent permitted by applicable law, you release the Company and the Company’s respective past, present, and future predecessors in interest, successors in interest, successors, predecessors, parent companies, subsidiaries, affiliates, employees, agents, representatives, insurers, heirs, devisees, executors, administrators, fiduciaries, trustees, conservators, officers, directors, members, managers, shareholders, attorneys, advisors, and assigns and each Company Party (collectively, the “**Company Released Parties**”) from any and all past, present, or future claims, actions, causes of action, class actions, costs, demands, obligations, expenses, injuries, judgments, losses, suits, damages, fees, interest, expenses, compensation, class actions, or causes of action for declaratory or injunctive relief, restitution, compensatory, general, special, statutory, or punitive damages of any kind or nature whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, anticipated or unanticipated, suspected or unsuspected, past, present, or future, direct or indirect, contingent or absolute, whether individual, collective, or representative, and whether based on tort, contract, or other theories of recovery, including, without limitation, reasonable attorneys’ fees and other costs of defense (each a “**Claim**” and collectively “**Claims**”) arising out of, or in any way related to (i) Your purchase of Old Tokens, and/or (ii) Your Token Swap.

17. Dispute Resolution; Arbitration

- a. **Binding Arbitration.** Except for any controversies, disputes, demands, claims, causes of action, or suits, actions, or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, or any other disputes or claims that for any reason do not fall within the agreement to arbitrate set forth in this Section 17 (all of the foregoing for which you and we shall submit to the personal and exclusive jurisdiction of the British Virgin Islands), you (i) waive your rights to have any and all Disputes arising out of or in any way related to these Terms, the Tokens, the Token Swap, or the use of, or inability to use, the Tokens resolved in a court, and (ii) waive your rights to a jury trial. Instead, you shall arbitrate all Disputes between you and any Company Party (including, without limitation, all Disputes concerning the interpretation and scope of this Section 17, the arbitrability of the controversy, dispute, demand, claim, or cause of action, or any related or prior agreement that you may have or have had with us) through binding and confidential arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative

action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

- c. To seek arbitration, you must first send to us, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to us should be sent to [Harkom Corporate Services Limited of Jayla Place, P.O. Box 216, Road Town, Tortola, British Virgin Islands (our "**Notice Address**")]¹. Notice to you shall be by email to the then-current email address associated with your Account. The Notice you send must (i) describe the nature and basis of the Dispute and (ii) set forth the specific relief sought. If we and you do not resolve the Dispute within sixty (60) calendar days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. As used in this Section 17, "we" and "us" includes, without limitation, any third party providing any product, service, or benefit in connection with the Tokens or these Terms if such third party is named as a co-party with us in any Dispute subject to this Section 17.
- d. The seat of the arbitration is the British Virgin Islands. The venue of the arbitration will be the British Virgin Islands. The language of the arbitration will be English. The arbitration will be conducted before one commercial arbitrator from the International Chamber of Commerce ("**ICC**") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the Parties in writing, the arbitration will be governed by the International Chamber of Commerce Rules of Arbitration (collectively, the "**Rules and Procedures**"). By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the Rules and Procedures, or (ii) waive your opportunity to read the Rules and Procedures and any claim that the Rules and Procedures are unfair or should not apply for any reason. Where no claims or counterclaims involved in the Dispute exceed USD \$10,000, the Dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a Party or deemed to be necessary by the arbitrator, in which case, a Party may elect to participate telephonically.
- e. You should review this Section 17 carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is pending only in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation and claims of infringement or misappropriation of the other Party's patent, copyright, trademark, trade secret, or other intellectual property rights shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in a court located in the British Virgin Islands. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before a court located in the British Virgin Islands in order to maintain the status quo pending arbitration and you shall submit to the exclusive personal jurisdiction of the courts located within the British Virgin Islands for such purpose. A request for interim measures shall not be deemed to be a waiver of the right to arbitrate.
- f. Except as stated in Section 17.e, your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

¹ TTA Note: I included the TTA affiliated office in BVI on the basis that it will soon be moved.

- g.** You and we must abide by the following rules: (i) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (ii) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (iii) the arbitrator will honor claims of privilege and privacy recognized at law; (iv) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (v) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (vi) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law. Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the Rules and Procedures, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the Rules and Procedures.
- h.** All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of you and us.
- i.** This Section 17 will survive the Swap Distribution and any termination of these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (i) and (ii) of Section 17.g (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained in these Terms. If, however, either subpart (i) or (ii) of Section 17.g is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in a court located in the British Virgin Islands.
- j.** Notwithstanding any provision in these Terms to the contrary, we agree that if we make any future change to this Section 17 (other than a change to the Notice Address) while you are a user of the New Tokens, you may reject any such change by sending us written notice within thirty (30) calendar days after the date of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute with us in accordance with the language of this Section 17 as of the later of (i) the date you first accepted these Terms and (ii) the date you last accepted any subsequent changes to these Terms.
- k.** For more information on the ICC, the Rules and Procedures, or the process for filing an arbitration claim, you may visit the ICC website at <https://iccwbo.org/>.

18. Governing Law and Venue

These Terms will be governed by, and construed and enforced in accordance with, the laws of the British Virgin Islands, without regard to conflict of law rules or principles (whether of the British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Any Dispute between the Parties arising out of or relating to these Terms (including non-contractual Disputes of claims) will be resolved in accordance with Section 17.

19. Severability

If a court of competent jurisdiction holds any provision of these Terms to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. The Parties intend that any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

20. Modification to the Terms

These Terms and/or the any Terms and Policies applicable with respect to the Platform may be modified by us at any time by posting a revised version on the Website, other channel we make available, or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or on the date indicated in the posting or, if we notify you by email, as stated in the email. It is your responsibility to check the Website and other channels regularly for modifications. Your continued use of the Tokens or the Platform after any modification becomes effective constitutes your acceptance of the modification. We last modified these Terms on the date listed at the beginning of these Terms.

21. Miscellaneous

- a. **Confidentiality and Publicity.** You may use Company Confidential Information (as defined below) only in connection with your exchange of Old Tokens for New Tokens and pursuant to these Terms. You will not disclose Company Confidential Information during or after the Swap Period. You will use best efforts to avoid disclosure, dissemination, or unauthorized use of Company Confidential Information, including, at a minimum, taking those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your exchange of Old Tokens for New Tokens. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person.
 - i. **"Company Confidential Information"** means all nonpublic information disclosed by any Company Party, their respective business partners, and their respective employees, contractors, or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Company Confidential Information includes, without limitation: (A) nonpublic information relating to any Company Party or their respective business partners' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (B) third-party information that we are obligated to keep confidential; and (C) the nature, content, and existence of any discussions or negotiations between you and any Company Party.

- ii. Company Confidential Information does not include any information that: (A) is or becomes publicly available without breach of these Terms; (B) you can show conclusively by documentation to have been known to you at the time of your receipt from any Company Party; (C) you can show conclusively by documentation to have been received by you from a third party who did not acquire, use, or disclose the same by a wrongful or tortious act; or (D) you can show conclusively by documentation to have been independently developed by you without reference to any Company Confidential Information.
- b. **Force Majeure.** None of the Company Parties will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any force, event, or condition outside of its control, including but not limited to acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology, and changes in the Platform protocols.
- c. **Independent Contractors.** We and you are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- d. **No Third Party Beneficiaries.** These Terms do not create any third party beneficiary rights in any person except for any Beneficiary or any of our affiliates or licensors or other Company Parties as provided in these Terms.
- e. **Import and Export Compliance.** In connection with these Terms, you will comply with all applicable import, re-import, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by OFAC or any equivalent applicable regimes. You are solely responsible for legal compliance related to your acquisition, use, exchange, and transfer of Tokens.
- f. **Notices.** All communications and notices to be made or given pursuant to these Terms must be in the English language.
 - i. To you: We may provide any notice to you under these Terms by: (A) posting a notice on the Website; or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current and active. You will be deemed to have received any email sent to the email address then-associated with your account when we send the email, whether or not you actually receive or read the email.
 - ii. To us: To give us notice under these Terms, you must contact the Company by email to the Website. We may update this email address for notices to us by posting a notice on the Website or sending an email to you. Notices to us will be effective when received by us.
- g. **Assignment.** You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this Section 21.h will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

- h. No Waivers.** The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision, and will not limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
- i. Entire Agreement.** These Terms (including the web links and other agreements and instruments referred to in these Terms) and the deed poll executed by the Company with respect to the New Tokens constitute the entire agreement among the parties and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof.

Appendix 1 – Risk Disclosures: Certain Risk Factors

While the New Tokens are available only to Eligible Investors (which therefore excludes sales to Restricted Persons including U.S. Persons, (as defined under applicable U.S. Law)) there is the possibility that New Tokens could be acquired over time or following changes in the regulatory landscape by U.S. Persons and/or persons in other jurisdictions currently restricted from acquiring New Tokens and, accordingly, the risk factors set out below may include certain risk factors specific to certain jurisdictions even though the Company will not at present make the New Tokens available at this time to persons from such jurisdictions.

BY PARTICIPATING IN THE TOKEN SWAP, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL OF THESE RISKS.

- a. Risk of Losing Access to Tokens Due to Wallet Incompatibility: Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of the Tokens. Non-compatible wallet addresses will not be accepted. In addition, your wallet address must not be associated with a third party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements for the Token Swap at any time, acting in its sole discretion.
- b. Risks Associated with the Blockchain Protocols: Both the Old Tokens and the New Tokens are based blockchain protocols. As such, any malfunction, breakdown, abandonment, unintended function, unexpected functioning of or attack on these protocols may have an adverse effect on the Tokens, including causing them to malfunction or function in an unexpected or unintended manner.
- c. Risks Associated with Your Credentials: Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your Tokens. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct wallet address to which to send your New Tokens. If you give us the incorrect address to which to send your New Tokens, we are not responsible for any loss of New Tokens that may occur.
- d. Risk of Unfavorable Regulatory Action in One or More Jurisdictions:
 - i. Blockchain technologies and cryptographic tokens have been the subject of scrutiny by various regulatory bodies around the world. Blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which regulations may be contrary to the current setup of the Platform or its smart contract system and, therefore, may result in substantial modifications to the Platform and such smart contract systems, including its termination and the loss of Tokens.
 - ii. The regulatory status of cryptographic tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Platform and New Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Platform and New Tokens. Regulatory actions could negatively impact the Platform and

New Tokens in various ways, including, for purposes of illustration only, through a determination that New Tokens are a regulated financial instrument that requires registration, licensing or restriction. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The functioning of the Platform and the New Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale or possession of digital tokens like the New Tokens, which restrictions could impede, limit or end the development of the Platform and increase legal costs.

- iii. The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to “know you customer” and “anti-money laundering” and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could impact the utility of New Tokens in the Platform. Additionally, Platform users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Platform and the New Tokens, including the utility of New Tokens to obtain or provide Services within the Platform.
- e. Risk of Alternative, Unofficial Platform: Following the Token Swap and the continued development of the Platform, it is possible that alternative applications could be established, which use the same open source code and protocol underlying the Platform. The New Tokens may have no intrinsic value with respect to such alternative applications. The Platform may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the Platform and the New Tokens.
- f. Risk of Insufficient Interest in the Platform: It is possible that the Platform will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the Platform. Such a lack of interest could negatively impact the New Tokens and the Platform.
- g. Risk that the Platform, as Developed, Will Not Meet Expectations: The Platform presently is under continued development and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Platform or the New Tokens (including participant behavior) held by the Company or you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the Platform. Moreover, we may not be able to retain full and effective control over how other participants will use the Platform, what products or services will be offered through the Platform by third parties, or how third-party products and services will utilize New Tokens (if at all). This could create the risk that the New Tokens or Platform, as further developed and maintained, may not meet your expectations. Furthermore, despite our good faith efforts to develop and participate in the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Platform and New Tokens, and the potential utility of the New Tokens, including the utility of the New Tokens for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Swap.

- h. Inability to Fund Development or Maintenance: The Company may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it was intended.
- i. Risks from Taxation: The tax characterization of the New Tokens is uncertain. You must seek your own tax advice in connection with acquiring and holding New Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements.
- j. Risk of Theft and Hacking:
 - i. Smart contracts, software applications and the Platform may be exposed to attacks by hackers or other individuals, groups, organizations or countries that interfere with the Platform or the availability of the New Tokens in any number of ways, including denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known. Any such successful attacks could result in theft or loss of New Tokens, adversely impacting the ability to further develop the Platform and/or related projects and derive any usage or functionality from New Tokens. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Platform, which could negatively affect the Platform and New Tokens.
 - ii. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the New Tokens associated with your wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your wallet, may be able to misappropriate your New Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store New Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your New Tokens, for which the Company shall have no liability.
- k. Risk of Security Weaknesses in the Platform: The Platform consists of open source software that is based on other open source software. There is a risk that the Company or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Platform interfering with the use of or causing the loss of New Tokens.
- l. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to cryptocurrencies and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Platform protocol, which could result in the theft, loss or decreased utility of the New Tokens. Smart contracts, blockchain application software and blockchain platform protocols are still in an early development stage and relatively unproven. There is no warranty or assurance that the process for creating New Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or New Tokens.
- m. Risk of Lack of Adoption or Use of the Platform: While the New Tokens should not be viewed as an investment, they may have value over time. That value may be limited or non-existent if the Platform lacks acceptance, use and adoption, which may have an adverse impact on the New Tokens.

- n. Risk of an Illiquid Market for New Tokens: The Company is not aware of any marketplace for the New Tokens and there may never be any such other marketplace for New Tokens. There are, currently no exchanges upon which the New Tokens would trade. If exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on the New Tokens. To the extent that any third party ascribes an external exchange value to New Tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If (despite your representations to us to the contrary) you are holding New Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the New Tokens are not offered by the Company or its affiliates on an investment basis.
- o. Risk of Dissolution of the Platform: It is possible that, due to any number of reasons, including development issues with the Platform, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the Platform may no longer be viable as a business or otherwise and may dissolve or fail to maintain commercial or legal viability, or be abandoned. There is no assurance that you will receive any benefits through the New Tokens.
- p. Risk of Malfunction in the Platform: It is possible that the Platform malfunctions in an unfavorable way, including one that results in the loss of the New Tokens.
- q. Risk Arising from Lack of Governance Rights: Because New Tokens confer no governance rights of any kind with respect to the Platform or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the Platform including, but not limited to, decisions to discontinue the Platform and to create and issue more New Tokens, will be made in accordance with the Terms and Policies applicable with respect to the Platform. These decisions could adversely affect the Platform and/or New Tokens you hold.
- r. Risks Associated with Incomplete Information regarding the New Tokens of the Platform: You will not have full access to all the information relevant to the Company, the New Tokens and/or the Platform. The Company is not required to update you on the progress of the Platform. You are responsible for making your own decision in respect of the Token Swap. The Company does not provide you with any recommendation or advice in respect of the Token Swap. You may not rely on the Company to provide you with complete or up to date information.
- s. The holders of New Tokens will not be in any fiduciary, partnership, trustee, agency or similar relationship with the Company or any of its affiliates and will not be owed any fiduciary duty by the Company or any of its affiliates. The holders of New Tokens have no management, equity, voting or similar rights in the Company or any of its affiliates.
- t. In order to seek compliance with (or to seek to mitigate the impact of) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed by the Company or its affiliates to apply to or affect the Company or its affiliates, the Token Swap, the Platform or the New Tokens, the Company may in its sole and absolute discretion take such steps as it considers necessary or convenient to comply with such matters including, without limitation, the termination of the New Tokens and/or the Platform. In addition, the Company may take such steps as it considers

necessary or convenient where it believes or suspects the New Tokens may be used, trafficked or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion or other unlawful activity or where it believes the Platform is no longer viable.

- u. Regulation of (i) tokens (including the New Tokens); (ii) cryptocurrencies (iii) blockchain technologies; and (iv) cryptocurrency exchanges is currently underdeveloped and is likely to evolve rapidly, vary significantly among international, national, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States, South Korea, China, Singapore, among other countries, are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Platform, the Company and the New Tokens. Other countries may adopt similar approaches. Failure by the Company or users of the Platform to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences on the Company and the New Tokens. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of the New Tokens or impede the activities of the Company.
- v. The Company has the exclusive right, in its sole and absolute discretion, to address and remediate any of the operational, legal or regulatory risks presented as of the date hereof or hereafter. In the exercise of such rights, it is possible that the Company may determine that the continued development of the Platform is not feasible. Accordingly, there is a material risk that the Company and its affiliates may not successfully continue to develop, market and operate the Platform and the New Tokens.

Unanticipated Risks: Cryptographic tokens are a new and untested technology. In addition to the risks discussed herein, there are risks that the Company cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

Appendix 2

BRITISH VIRGIN ISLANDS PRIVACY NOTICE

This privacy notice (the “**Privacy Notice**”) explains the manner in which us and our Affiliates (the “**Issuer Group**”) collect, process and maintain personal data about You.

The Issuer Group is committed to processing personal data in accordance with applicable law. In its use of personal data, certain members of the Issuer Group will be characterised under applicable law as a data controller, whilst certain of the Issuer Group’s service providers, Affiliates and delegates may act as data processors under applicable law. For the purposes of this Privacy Notice, **we, us or our** means each member of the Issuer Group in its capacity (as relevant) as data controller of the personal data and **You or Your** means the Tokenholder or relevant individual affiliated or connected with the Tokenholder receiving this Privacy Notice.

If You are a nominee Tokenholder or a corporate entity, this Privacy Notice will be relevant for those individuals connected to You and You should transmit this document to such individuals for their awareness and consideration.

Personal data: By virtue of acquiring Tokens, the Issuer Group and certain other service providers and their respective Affiliates and delegates (the “**Authorised Entities**”) may collect, record, store, transfer and otherwise process personal data by which individuals may be directly or indirectly identified. We may combine personal data that You provide to us with personal data that we collect from or about You. This may include personal data collected in an online or offline context including from credit reference agencies and other available public databases or data sources, such as news outlets, websites and other media sources and international sanctions lists. It may also include data which, when aggregated with other data, enables an individual to be identified, such as an IP address and geolocation data.²

Why is Your personal data processed: The storage, processing and use of personal data by the Issuer Group will take place for lawful purposes, including:

- (a) to comply with any applicable legal, tax or regulatory obligations on the Issuer Group or another Authorised Entity under any applicable laws and regulations;
- (b) to perform a contract to which You are a party or for taking pre-contractual steps at Your

² Examples of personal data include: name, title, date of birth, age, gender, nationality, picture, national identification number, usernames, email address, residential address, postal address, telephone / mobile / fax number, family structure, siblings, offspring, source of wealth, personal assets, bank account numbers and income details, tax identification number, financial and investment qualification, shareholder reference number, payment details and other details of products and services purchased, power of attorney information, job titles, employment history, employer details, personal data contained in emails, data regarding preferences in connection with marketing communications, personal data obtained pursuant to standard criminal record checks, and data obtained further to the Company's standard anti-money laundering and client due diligence checks.

request;

- (c) to operate the Issuer Group, including managing and administering the Tokens and the business of the Issuer Group on an on-going basis which enables the Issuer Group and its Tokenholders to satisfy their contractual duties and obligations to each other;
- (d) to verify the identity of the Issuer Group to third parties for any purpose which the Issuer Group considers necessary or desirable;
- (e) to assist the Issuer Group in the improvement and optimisation of advertising (including through marketing material and content) its services;
- (f) for risk management and risk control purposes relating to the Issuer Group;
- (g) *to pursue the Issuer Group's or a third party's legitimate interests: (i) for direct marketing purposes; or (ii) to help detect, prevent, investigate, and prosecute fraud and/or other criminal activity, and share this data with legal, compliance, risk and managerial staff to assess suspicious activities; and/or*
- (h) *where You otherwise consent to the processing of personal data for any other specific purpose.*

As a data controller, we will only use Your personal data for the purposes for which we collected it as set out in this Privacy Notice. If we need to use Your personal data for an unrelated purpose, we will contact You. In certain circumstances, we may share Your personal data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened), in any country or territory.

We may transfer Your personal data outside of the British Virgin Islands, as permitted under applicable law. We will not sell Your personal data.

Your rights: You may have certain rights under applicable law, including:

- (a) the right to be informed as to how we collect and use Your personal data;
- (b) the right to access Your personal data;
- (c) the right to require us to stop direct marketing;
- (d) the right to have inaccurate or incomplete personal data corrected;
- (e) the right to withdraw Your consent and require us to stop processing or restrict the processing, or not begin the processing, of Your personal data;
- (f) the right to be notified of a data breach (unless the breach is unlikely to be prejudicial); and
- (g) the right to require us to delete Your personal data in some limited circumstances.

Please note that if You do not wish to provide us with requested personal data or subsequently withdraw Your consent, You may not be able to hold or otherwise deal with the Tokens or remain as a holder of the Tokens as it will affect our ability to provide our services to You as a Tokenholder.

Retention of Personal Data: The personal data shall not be held by the Issuer Group for longer than necessary with regard to the purposes of the data processing.

Changes to Privacy Notice: We encourage You to regularly review this and any updated Privacy Notice to ensure that You are always aware of how personal data is collected, used, stored and disclosed.

Contact Us: Please contact the Issuer Group if You have any questions about this Privacy Notice, the personal data we hold about You or to discuss Your rights under applicable law.