

**PERSISTENCE AIRDROP CAMPAIGN PARTICIPATION TERMS AND CONDITIONS (THESE
“TERMS”)**

IN THESE TERMS, WORDS AND EXPRESSIONS NOT OTHERWISE DEFINED SHALL, WHERE NOT INCONSISTENT WITH THE CONTEXT, HAVE THE MEANINGS RESPECTIVELY ASCRIBED THERETO IN THE ANNEX TO THESE TERMS.

In these Terms, “**we**”, “**us**” or “**Campaign Organiser**” refers to Company Registration Number: 202033786C, a company incorporated in Singapore and having its registered address at 20A Tanjong Pagar Road, Singapore 088443, and “**our**” shall be construed accordingly. “**You**” refers to any person participating in the Persistence Airdrop Campaign, and “**your**” shall be construed accordingly.

Each of you and the Campaign Organiser shall hereinafter be referred to as a “**Party**”, and collectively, you and the Campaign Organiser shall hereinafter be referred to as the “**Parties**”. The Campaign Organiser and its Affiliates shall hereinafter be collectively referred to as the “**Persistence Group**” and each a “**Persistence Affiliate**”.

Your participation in the Persistence Airdrop Campaign is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. These Terms shall also include any other operating rules, policies and procedures which we may issue from time to time.

We may revise these Terms at any time with or without notice to you and any changes will be uploaded on the the website as accessible at <https://persistence.one/> (the “**Website**”) and/or its related social media channels (collectively “**Channels**”). These changes shall take effect from the date of upload and your continued access, use of the Website, or participation in the Persistence Airdrop Campaign from such date shall be deemed to constitute acceptance of the new Terms. It shall be your sole responsibility to check the Website for such changes from time to time. If you do not agree to these Terms, please exit the Website immediately and do not participate in the Persistence Airdrop Campaign.

By accessing, browsing or viewing the Website or participating in the Persistence Airdrop Campaign, you:

- (a) agree to be bound by and to abide by the latest version of the Terms;
- (b) represent and warrant that in the jurisdiction to which you are subject of, you are of legal age to participate in the Persistence Airdrop Campaign and to create binding obligations for any liability you may incur as a result of the use of the Website and/or your participation in the Persistence Airdrop Campaign; and
- (c) represent and warrant that you are not a Disqualified Person or acting on behalf of a Disqualified Person.

The Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction. This document and these Terms do not constitute a prospectus or offer document of any sort and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment, or a solicitation for any form of investment in any jurisdiction. No regulatory authority has examined or approved of these Terms. No such action has been or will be taken by the Campaign Organiser under the laws, regulatory requirements or rules of any jurisdiction. The provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.

The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. References to “**Paragraphs**” are to be construed as references to the paragraphs of these Terms.

The Parties **HEREBY AGREE** as follows:

1. PERSISTENCE AIRDROP CAMPAIGN

- 1.1 Subject to Paragraphs 1.2, 1.3 and 2, to increase awareness of the Project and to encourage users to participate in the Persistence Ecosystem after its launch, the Campaign Organiser intends to distribute a certain number of Tokens (as may be determined by the Campaign Organiser in its sole and absolute discretion) free-of-charge to the following eligible participants (“**Eligible Participants**”):

(a) persons who prior to the Persistence Airdrop Snapshot Date have participated in Staking or Delegated Staking on at least one Supported Staking Network; and

(b) have completed a Dust Transfer Indication in accordance with Paragraph 1.2 prior to the Persistence Airdrop Snapshot Date,

by way of an “airdrop” as part of a marketing campaign (“**Persistence Airdrop Campaign**”).

1.2 To be eligible to receive Tokens as part of the Persistence Airdrop Campaign, an Eligible Participant must indicate his interest by transferring a small amount of Supported Tokens (“**Dust Amount**”) as may be determined by the Campaign Organiser and published on the Website to the Supported Token Designated Address, provided that such Dust Amount shall be transferred from:

1.2.1 the same Supported Token address that is used by the Eligible Participants to perform Staking or Delegated Staking as described in Paragraph 1.1(a); and

- 1.2.2 such Supported Token wallet address that is proprietary to such Eligible Participant, which such Eligible Participant possesses full custody and control over,

("Dust Transfer Indication").

- 1.3 You acknowledge and agree that the transfer of Dust Amount to the Supported Token Designated Address is to facilitate the Campaign Organiser's whitelisting of Eligible Participants for distribution of Tokens and is under no circumstances a payment for Tokens to be received as part of the Persistence Airdrop Campaign. Whilst the Campaign Organiser may in its discretion return the Dust Amount by executing a transfer of Dust Amount back to the Supported Token wallet address from which such Dust Amount was received, you shall have no claim against any member of the Persistence Group (including the Campaign Organiser) for any unreturned Dust Amount or any other claim in connection with your transfer of Dust Amount.
- 1.4 Notwithstanding anything to the contrary (including but not limited to what is stated in these Terms or as published on the Website and/or the Channels), the Campaign Organiser reserves the right:
 - 1.4.1 not to distribute any Tokens to any Eligible Participant for any reason as it may deem fit; and

1.4.2 where the Campaign Organiser decides to distribute Tokens to an Eligible Participant, to decide the amount of Tokens to be distributed to the such Eligible Participant.

1.5 You acknowledge and agree that the Persistence Airdrop Campaign is intended to to create awareness amongst persons who are already involved in Staking or Delegated Staking prior to the launch of the Persistence Airdrop Campaign, hence : (a) your participation in Staking or Delegated Staking; and/or (b) any purchase of Supported Token by you, has not been influenced in any way by the launch of the Persistence Airdrop Campaign and such participation in Staking or Delegated Staking and/or purchase of any Supported Token is for such other purpose other than for the purpose of participating in the Persistence Airdrop Campaign.

1.6 Further to Paragraph 1.5, you acknowledge and agree that none of the members of the Persistence Group (including the Campaign Organiser) is liable for any direct, indirect, special, incidental, consequential or other losses of any kind (including but not limited to loss of profits, a reduction in the market price of any Supported Token, or any loss due to Stake Slashing or loss of Staking Rewards), arising out of your participation in Staking or Delegated Staking and/or purchase of any Supported Token.

2. **QUALIFIED PERSONS**

- 2.1 You shall not participate in the Persistence Airdrop Campaign if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the Persistence Airdrop Campaign is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any applicable law, regulation or rule in your country of residence or domicile.
- 2.2 You shall not participate and you are not eligible to participate in the in the Persistence Airdrop Campaign if:
- (a) you are located in the People's Republic of China or if you are a citizen or resident (tax or otherwise) of, or domiciled in, the People's Republic of China;

- (b) you are located in the United States of America or if you are a citizen, resident (tax or otherwise) or green card holder of, or domiciled in, the United States of America;
- (c) you are located in a Sanctioned Country or if you are a citizen, resident (tax or otherwise) or green card holder of, or domiciled in, a Sanctioned Country;
- (d) such participation is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction applicable to you,

which for the avoidance of doubt, shall include (where applicable) body corporates, partnerships, or such other legal arrangements based in, organised in or established in the People's Republic of China, the United States of America or a Sanctioned Country (collectively, a "**Disqualified Person**").

- 2.3 You shall also not participate and you are not eligible to participate in the in the Persistence Airdrop Campaign if you are controlled or ultimately controlled by another Disqualified Person.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

3.1 By accepting these Terms, you represent and warrant to the Campaign Organiser as follows:

- (a) you agree and acknowledge that the Tokens do not constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction;
- (b) you acknowledge and understand that no Token should be construed, interpreted, classified or treated as enabling, or according any opportunity to, you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Persistence Ecosystem, the Tokens or the proceeds of any sale of Tokens, or to receive sums paid out of such profits, income, or other payments or returns;
- (c) you agree and acknowledge that no regulatory authority has examined or approved of these Terms, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

- (d) the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Persistence Group;
- (e) you have read and understood all of these Terms including the Annex hereto;
- (f) you are not a Disqualified Person;

- (g) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:
 - (i) such corporation is duly incorporated and validly existing under the applicable laws; and
 - (ii) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;
- (h) if you are a natural person, you are of sufficient age and capacity under the applicable laws of the jurisdiction in which you reside and the jurisdiction of which you are a citizen to accept these Terms and perform all your obligations hereunder;

(i) you agree and acknowledge that the Tokens are not to be construed, interpreted, classified or treated as:

(i) any kind of currency other than cryptocurrency;

(ii) debentures, stocks or shares issued by any person or entity;

(iii) rights, options or derivatives in respect of such debentures, stocks or shares;

(iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

(v) units in a collective investment scheme;

(vi) units in a business trust;

(vii) derivatives of units in a business trust; or

- (viii) any other security, class of securities or form of investment (whether regulated or otherwise);

- (j) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology, smart contract technology, and Staking technology;

- (k) these Terms constitute legal, valid and binding obligations on you, enforceable in accordance with its terms and your participation in the Persistence Airdrop Campaign is not in breach or contravention of any applicable law, regulation or rule in your jurisdiction;

- (l) you are not a citizen or resident of any jurisdiction the laws, regulations or rules of which prohibit, restrict, curtail, hinder, impair, conflict or otherwise adversely affect your participation in Persistence Airdrop Campaign;

- (m) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction ("**Approvals**") is required on your part in connection with your participation in Persistence Airdrop Campaign or, where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;

- (n) none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your related corporations (if any), any of your directors or officers, nor any of your employees, agents or any other person acting on behalf of your or any of your related corporations is an individual or entity that is, or is owned or controlled by an individual or entity that:
 - (i) is listed by the MAS as designated individuals or entities defined in the respective regulations promulgated under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, the United Nations Act (Chapter 339) of Singapore or the Terrorism (Suppression of Financing) Act (Chapter 325) of Singapore or such other law, regulation or rule as may be prescribed by the MAS from time to time;

- (ii) is currently the subject of any sanction administered by the OFAC or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Singapore or any other country (collectively, the "**Sanctions**");

- (iii) is located, organised or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Democratic People's Republic of Korea, the Democratic Republic of Congo, Eritrea, Iran, Libya, Somalia, South Sudan, Sudan and Yemen) ("**Sanction Country**"); or

- (iv) has engaged in and/or is engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or

territory, that at the time of the dealing or transaction is or was the subject of any Sanctions;

- (o) (in the case where you are accepting these Terms on behalf of a corporation) the operations of you and any of your related corporations, are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in Singapore and of all jurisdictions in which you and your related corporations conduct business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or proceeding by or before any court or governmental agency (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving you or your related corporations with respect to Money Laundering Laws is pending and, no such actions, suits or proceedings are threatened or contemplated against you or your related corporations;

- (p) none of: (i) you; (ii) any person controlling or controlled by you; (iii) if you are a privately-held entity, any person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with your participation in the Persistence Airdrop Campaign, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined below;

- (q) if you are affiliated with a Foreign Bank, or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Campaign Organiser that: (i) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorised to conduct banking activities; (ii) the Foreign Bank maintains operating records related to its banking activities; (iii) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (iv) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate;
- (r) you are participating in the Persistence Airdrop Campaign as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of any other person;

- (s) you are not participating in Persistence Airdrop Campaign with a view to obtaining or using any Tokens or Supported Tokens for any illegal purpose;
- (t) you bear the sole responsibility to determine what tax implications (if any) your participation in the Persistence Airdrop Campaign may have for you, and agree not to hold the Campaign Organiser or any other person liable for any tax liability associated with or arising therefrom;
- (u) you agree and acknowledge that none of the members of the Persistence Group (including the Campaign Organiser) is liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you;

- (v) all the documents and information furnished by you to the Campaign Organiser (if any) pursuant to these Terms are true, accurate and complete in all respects, and there is no matter, event, circumstance or any other information which has arisen which would make any documents and information provided misleading or incomplete, or any fact or information the omission of which would make any documents and information provided misleading or incomplete;

- (w) you waive the right to participate in a class action lawsuit or a class wide arbitration against any member of the Persistence Group (including the Campaign Organiser), the Indemnified Persons and/or any person involved in the Persistence Airdrop Campaign; and

- (x) all of the above representations and warranties are true, complete, accurate and not misleading from the time of your access to and/or acceptance of these Terms and notwithstanding the conclusion of the Persistence Airdrop Campaign.

3.2 The Persistence Group (including the Campaign Organiser) does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

(a) the information set out on the Website or any other place;

(b) the Campaign Organiser; and

(c) the Persistence Airdrop Campaign.

- 3.3 You undertake to notify the Campaign Organiser of any change in the documents and information provided by you to the Campaign Organiser pursuant to these Terms (if any) and in the absence of any notification in writing notifying of any change, the Campaign Organiser is entitled to assume that the documents and information provided by you remain true, correct, not misleading and unchanged.

4. **DISCLAIMERS**

- 4.1 To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in these Terms, the Persistence Group (including the Campaign Organiser) hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

- (a) abortion of the Persistence Airdrop Campaign and/or the Project;

- (b) failure, malfunction or breakdown of, or disruption to, the operations of the Campaign Organiser, the Persistence Ecosystem, any Supported Staking Network, Staking Node or any other technology (including but not limited to smart contract technology), due to any reason, including but not limited to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (c) any virus, error, bug, flaw, defect or otherwise adversely affecting the Persistence Airdrop Campaign or your participation in Persistence Airdrop Campaign;
- (d) failure to disclose information relating to the Persistence Airdrop Campaign at the request of the Campaign Organiser;

- (e) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction applicable to the Persistence Airdrop Campaign or your participation in Persistence Airdrop Campaign;
- (f) any risks associated with your participation in the Persistence Airdrop Campaign, the Persistence Group (including the Campaign Organiser) and/or the Persistence Ecosystem; and
- (g) all other risks, direct, indirect or ancillary, whether in relation to your participation in Persistence Airdrop Campaign or the Persistence Group (including the Campaign Organiser) and/or the Persistence Ecosystem which are not specifically or explicitly contained in or stated in these Terms.

4.2 The Campaign Organiser reserves the right, in its sole and absolute discretion, to adopt organisational, technical or other measures to ensure that the Persistence Airdrop Campaign be unavailable to certain persons that it may determine are ineligible to participate in Persistence Airdrop Campaign, and none of the members of the Persistence Group (including the Campaign Organiser) and the Indemnified Persons shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any consequences of such prohibition.

- 4.3 Notwithstanding your acceptance of these Terms or anything to the contrary herein, the Campaign Organiser reserves the right, for any reason whatsoever (without having to account for such reason(s)) and in its sole and absolute discretion, to reject your participation in Persistence Airdrop Campaign and none of the members of the Persistence Group (including the Campaign Organiser) and the Indemnified Persons shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any consequences of such rejection.
- 4.4 The Campaign Organiser reserves the right, in its sole and absolute discretion, to abort the Persistence Airdrop Campaign and/or the Project at any time after your acceptance of these Terms. In the event of such abortion, you acknowledge and agree that none of the members of the Persistence Group (including the Campaign Organiser) shall have any obligation in any form or manner whatsoever to you, and none of the the members of the Persistence Group (including the Campaign Organiser) and the Indemnified Persons shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any consequences of such abortion.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 To the maximum extent permitted by the applicable laws, regulations and rules:

- (a) the Persistence Group (including the Campaign Organiser) and the Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with your participation in Persistence Airdrop Campaign; and

- (b) you hereby agree to waive all rights to assert any claims against the Persistence Group (including the Campaign Organiser) and/or the Indemnified Persons under such applicable laws, regulations and rules.

- 5.2 To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold the Persistence Group (including the Campaign Organiser) and/or the Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any member of the Persistence Group (including the Campaign Organiser) or the Indemnified Persons arising out of a breach by you of any warranty, representation, or obligation hereunder.

6. NO ASSIGNMENT

The Campaign Organiser may, at its sole and absolute discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Campaign Organiser, which the Campaign Organiser may withhold at its sole and absolute discretion, shall be void. Subject to these Terms, only you and no other person shall have the right to any claim against the Campaign Organiser in connection with your participation in Persistence Airdrop Campaign. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Campaign Organiser to the assignee or transferee.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with your participation in the Persistence Airdrop Campaign, the Project, the Website, the Persistence Group, the Tokens and the Persistence Ecosystem.

7.2 There are no implied licences under these Terms, and any rights not expressly granted to you hereunder are reserved by the Campaign Organiser.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The pages of the Website and/or Channels may contain links to third-party websites and services which are owned and operated by third parties (“**Third Party Online Products and Service(s)**”). These links are provided for your information and convenience only, and are NOT an endorsement by the Campaign Organiser, its directors, officers, employees, agents, successors, and permitted assignees of the contents of such linked websites or third parties, over which none of the aforementioned entities have any control over. Your access to and use of any Third Party Online Products and Service is governed by the terms, conditions, disclaimers and notices found on each such website or in connection with such services. The Campaign Organiser has not verified, will not, and is under no obligation to verify the accuracy, suitability or completeness of the contents on such Third Party Online Products and Services, and the Campaign Organiser does not control, endorse, warrant, promote, recommend or in any way assume responsibility or liability for any services or products that may be offered by or accessed through such Third Party Online Products and Services or the operators of them, or the suitability or quality of any of such Third Party Online Products and Services. In addition, the Campaign Organiser does not warrant that such Third Party Online Products and Services or the software, data or files contained in, accessed via or linked or referred to in, such Third Party Online Products and Services are free of viruses (or other deleterious data or programs) or defects or that use of such Third Party Online Products and Services will not cause harm or that they conform or will conform with any user expectations. Furthermore, the Campaign Organiser is not responsible for maintaining any materials referenced from another website, and makes no warranties for that website or service in such context.
- 8.2 To the maximum extent permitted by all applicable laws, regulations and rules, none of the members of the Persistence Group (including the Campaign Organiser) shall be liable for any damage or loss of any kind, whether direct or indirectly, or in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data) or any other impact, directly or indirectly resulting from or relating to:

- (a) the access to and/or use of any content, goods or services available on, from or through any Third Party Online Product and Service;
- (b) the inability to access or the malfunction of any Third Party Online Product and Service;
- (c) the loss, use or misuse of, or unauthorized access to, any data or personal or other financial information provided by you to any Third Party Online Product and Service;
- (d) the failure by any Third Party Online Product and Service to complete any transaction for any reason;
- (e) any failure or break of any Third Party Online Product and Service's security protections, mechanisms, protocol and/or procedures; and/or
- (f) the direct or indirect use of any Third Party Online Service or any other website or service by other persons.

9. NO WAIVER

- 9.1 Any failure of the Campaign Organiser to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of the Campaign Organiser to assert any right(s), claim(s) or causes of action against you.

- 9.2 No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

10. ENTIRE AGREEMENT

- 10.1 These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to your participation in the Persistence Airdrop Campaign.

- 10.2 In the event that the Campaign Organiser discovers that you, in your participation in the Persistence Airdrop Campaign, have engaged in unfair, excessive or abusive usage or conduct, the Campaign Organiser reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Campaign Organiser from losses, damages, harm or degradation of any form and manner.

11. TAXES

- 11.1 You shall be responsible for determining any tax applicable and payable to any taxation authority in respect of your participation in Persistence Airdrop Campaign ("**Payable Tax**") and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.
- 11.2 The Campaign Organiser shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 These Terms shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.
- 12.2 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in Singapore in accordance with the rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. This arbitration agreement shall be governed by the laws of the Republic of Singapore.

- 12.3 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to Paragraph 17.2 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 13.1 Subject to Paragraph 13.2, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore, as may be modified, amended or supplemented from time to time, shall apply to these Terms.

- 13.2 Save for the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

14. SEVERANCE AND PARTIAL INVALIDITY

- 14.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 14.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

ANNEX

DEFINITIONS

1. In these Terms, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

“Affiliate” means with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person.

“Approvals” has the meaning ascribed to it in Paragraph 3.1(m).

“ATOM Token” means the Supported Token of the Cosmos Network.

“close associate” in relation to a senior foreign political figure means a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure.

“Cosmos Network” means the Cosmos Network, being a Supported Staking Network as described in the following weblink : <https://cosmos.network/> (last accessed on 21 October 2020).

“Delegated Staking” in relation to Supported Token(s) and its associated Staking Node, means the process whereby a holder of Supported Token(s) – through the use of Supported Staking Application and without such Staking Node or operator thereof being placed in custody, possession or control of such Supported Token(s) – effects Staking of such Supported Token(s) with such Staking Node and in connection therewith:

- (a) restricts the transfer of such Supported Token(s) for the duration of such Staking; and/or

(b) voluntarily subjects such Supported Token(s) to Stake Slashing for the duration of such Staking,

and “**Delegate**” and “**Delegation**” shall refer to Delegator delegating Supported Token(s) for Staking as described in the foregoing.

“Dispute” means any dispute between the Parties arising out of or in relation to these Terms.

“Disqualified Person” has the meaning ascribed to it in Paragraph 2.2.

“Dust Amount” has the meaning ascribed to it in Paragraph 1.2;

“Dust Transfer Indication” has the meaning ascribed to it in Paragraph 1.2.

“Eligible Participants” has the meaning ascribed to it in Paragraph 1.1;

“Foreign Bank” means a non-United States of America banking institution.

“immediate family” in relation to a senior foreign political figure includes such figure’s parents, siblings, spouse, children and in-laws.

“Indemnified Persons” means each of the Campaign Organiser’s and Persistence Affiliate’s subsidiaries, related companies, affiliates, directors, officers, employees, agents, service providers, successors, and permitted assignees.

“MAS” means the Monetary Authority of Singapore.

“Money Laundering Laws” has the meaning ascribed to it in Paragraph 3.1(o).

“OFAC” means the United States Office of Foreign Assets Control of the United States Department of the Treasury.

“Payable Tax” has the meaning ascribed to it in Paragraph 11.1.

“Persistence Airdrop Campaign” has the meaning ascribed to it in Paragraph 1.1.

“Persistence Airdrop Snapshot Date” means any such date as may be determined by the Campaign Organiser.

“Persistence Ecosystem” means the network built on the Persistence protocol as part of the Project, to be developed by the Campaign Organiser and/or its affiliate, using blockchain technology.

“Project” means the Persistence project as described on the Website.

“Sanction Country” has the meaning ascribed to it in Paragraph 3.1(n)(iii).

“Sanctions” has the meaning ascribed to it in Paragraph 3.1(n)(ii).

“Staking” in relation to Supported Token(s) and its associated Supported Staking Network, means the deployment of such Supported Token(s) in association with a Staking Node in accordance with the rules of such Supported Staking Network, and **“Stake”** shall be construed accordingly;

“Staking Node” in relation to Supported Token(s) and its associated Supported Staking Network, means a network node with Supported Token(s) deployed in association therewith that is capable of participating in the consensus process of the Supported Staking Network by performing Supported Staking Network Functions, in accordance with the rules of such Supported Staking Network;

“Staking Rewards” means the rewards attributable to a Staking Node for performing Supported Staking Network Functions, in accordance with the rules of such Supported Staking Network;

“senior foreign political figure” means a senior official in the executive, legislative, administrative, military or judicial branch of a government (whether elected or not), a senior official of a major political party, or a senior executive of a foreign government-owned corporation. It includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

“Supported Staking Application” in relation to Supported Token(s), means the software application that facilitates and/or supports Staking of such Supported Token(s).

“Supported Staking Network” means any one of the following Supported Staking Network:

(a) Cosmos Network;

(b) Terra (LUNA);

(c) Iris Network (IRIS);

(d) Polkadot (DOT);

(e) Matic Network (MATIC);

(f) Kava (KAVA);

(g) Tezos (XTZ)

- (h) in relation to a Supported Token, means the digital ledger network to which such Supported Token is native and which supports Staking of such Supported Token and has rules prescribed for Staking.

“Supported Staking Network Functions” means transaction validation or such other functions that if performed by a Staking Node would have such Staking Node be attributed with Staking Rewards, in accordance with the rules of such Supported Staking Network.

“Supported Token” means :

- (a) in relation to the Cosmos Network, the ATOM Token;

- (b) in relation to a Supported Staking Network other than the Cosmos Network, such Supported Token that is native to such Supported Staking Network (e.g. LUNA, IRIS, DOT, MATIC, KAVA, XTZ).

“Supported Token Designated Address” means, in relation to a Supported Token, means such distributed ledger address as may be designated by the Campaign Organiser for the receipt of such Supported Token.

“Third Party Online Products and Service(s)” has the meaning ascribed to it in Paragraph 8.1.

“Tokens” means the XPRT Tokens (XPRT), a native cryptographic token created and issued by the Campaign Organiser to be used as part of the Persistence protocol as described on the Website, and **“Token”** shall be construed accordingly.

“Website” means the website of the Campaign Organiser which is accessible at <https://persistence.one/>.

2. In these Terms, a reference to:

- (a) the Campaign Organiser includes a reference to its duly authorised agents and/or delegates;
- (b) a person includes a reference to any individual, body corporate, unincorporated association or partnership;
- (c) an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;
- (d) the masculine gender includes the feminine and neuter genders and vice versa;
- (e) the singular includes the plural and vice versa; and
- (f) any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same.