

AKT TO AKRO TOKEN SWAP TERMS AND CONDITIONS

Last updated: April 07, 2021

PLEASE READ THESE AKT TO AKRO TOKEN SWAP TERMS AND CONDITIONS (“**T&Cs**”) CAREFULLY AS THEY CONTAIN RELEASE, AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS. BY SIGNING THE DECLARATION OF ADHERENCE TO THESE T&Cs, BY CLICKING THE BUTTON “I ACCEPT” OR RESPECTIVE CHECK BOX IN CONNECTION WITH OR RELATING TO THESE T&Cs, OR OTHERWISE AGREEING HERETO, AS WELL AS BY PARTICIPATING IN OR APPLYING FOR THE TOKEN SWAP (AS DEFINED BELOW), YOU ACCEPT WITHOUT MODIFICATIONS AND AGREE TO BE LEGALLY BOUND BY THE TERMS HEREOF AND SUCH OTHER TERMS AS MAY BE REFERENCED IN THIS DOCUMENT.

IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT ACCEPT THESE T&Cs, DO NOT PARTICIPATE IN THE TOKEN SWAP. PLEASE NOTE THAT THESE T&C MAY BE AMENDED PURSUANT TO CLAUSE 17.3.

PLEASE NOTE THAT IN ACCORDANCE WITH PROVISIONS CONTAINED IN SECTION 13 YOU RELEASE AKROPOLIS PARTIES (AS DEFINED THEREIN) FROM CLAIMS RELATED TO THE ‘AKT’ TOKEN AND TOKEN SWAP, WHICH AFFECTS THE RIGHTS AND REMEDIES AVAILABLE TO YOU.

PLEASE NOTE THAT BINDING ARBITRATION PROCEDURES CONTAINED IN SECTION 14 REQUIRE THAT YOU SUBMIT ANY AND ALL CLAIMS THAT YOU MIGHT HAVE AGAINST AKROPOLIS TO A BINDING ARBITRATION, AND IMPLY THAT YOU WILL BE PERMITTED TO SEEK RELIEF OR FILE CLAIMS ONLY ON INDIVIDUAL BASIS, AND NOT AS A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION, OR PROCEEDING.

PARTIES TO THESE T&Cs

These T&Cs are between A Labs Limited, a company established under the laws of Gibraltar having company number 116430 and address at Suite 23 Portland House, Glacis Road, Gibraltar, GX11 1AA (“**Akropolis**”, “**we**”, “**our**” or “**us**”), and you, the person or entity who agrees to be bound by these T&Cs (“**you**” or “**your**”). You and Akropolis shall together be referred to as the “**Parties**” and references to a “**Party**” shall be to the relevant one of them as the context requires.

If you are acting for or on behalf of an entity or person, (i) you shall be authorised to accept these T&Cs and enter into a binding agreement with Akropolis on such entity’s or person’s behalf and (ii) references in these T&Cs to “**your**” or “**you**” shall be a reference to the entity or person on whose behalf you are acting.

If you have any questions relating to these T&Cs, please contact us at team@akropolis.io.

YOU AND AKROPOLIS HEREBY AGREE AS FOLLOWS:

1. SCOPE OF THESE T&Cs

- 1.1. Except as otherwise stated, these T&Cs govern only the Token swap (as defined below) and procedures related thereto. Any potential future use of AKRO, any other software, token, service, or product shall be subject to and governed by such other applicable terms, conditions and policies, if applicable.

- 1.2. As consideration for your acceptance of these T&Cs and your obligations hereunder, Akropolis provides you with an opportunity to participate in the Token swap, as defined below, and will exchange your AKT for AKRO subject to and on the terms set forth in these T&Cs, as well as other promises and covenants contained herein.
- 1.3. Token swap (the “**Token swap**”) shall mean the exchange of AKT tokens, meaning ERC-20 compatible cryptographic token having the following Ethereum contract address: 0x395f47e890cd81307c5fa8814771b93100283daa (the “**Former token**”), for respective amount of AKRO tokens, meaning ERC-20 compatible cryptographic token having the following Ethereum contract address: 0x8ab7404063ec4dbcfd4598215992dc3f8ec853d7 (the “**New token**” or “**AKRO**”), in accordance with and on the terms set forth herein.

2. **TOKEN SWAP MECHANICS**

- 2.1. In order to participate in the Token swap and be allowed to exchange your Former tokens for AKRO hereunder, before September 31, 2021, you have to:
 - a) accept these T&Cs as instructed by Akropolis,
 - b) be entering into transactions contemplated hereunder for your business purposes only, and not as a consumer; for the avoidance of doubt, you are not allowed to accept these T&Cs and participate in the Token swap as a consumer;
 - c) meet the requirements prescribed in these T&Cs and/or otherwise set forth by Akropolis, and
 - d) perform all applicable Token swap instructions as set forth in these T&Cs and/or as may be additionally notified or supplemented by Akropolis,

(all items mentioned above, collectively, “**Conditions precedent**”).

- 2.2. You agree and acknowledge that if you fail to fulfil Conditions precedent within the term set forth above, you will not be eligible to participate in the Token swap nor allowed to exchange your Former tokens for AKRO pursuant hereto.
- 2.3. If requested by Akropolis, in order to participate in the Token swap you shall successfully pass identification and/or KYC/AML procedures (the “**AML procedures**”) set forth by Akropolis and/or the KYC/AML service provider appointed by Akropolis (the “**AML service provider**”). AML procedures may be conducted by Akropolis or its designated AML service provider. Akropolis reserves the right to change the AML service provider or impose additional requirements regarding AML procedures.

Your relationship with the AML service provider shall be governed by separate agreements, e.g., Terms and Conditions and Data Protection Policy, which you should be provided by the AML service provider; Akropolis shall not be a party to these relations.

- 2.4. You agree that in case you fail to fulfil Conditions precedent, fail to meet criteria established by Akropolis and/or fail to follow the procedures set forth by Akropolis, you may lose your right to receive New tokens hereunder, in which case such tokens shall be forfeited and may not be further claimed by you or any other person. The relevant decision shall be taken by Akropolis in its sole and absolute discretion.
- 2.5. You shall fulfil all the Conditions precedent within the deadlines established by Akropolis, if any. Otherwise, you may not receive the New tokens.
- 2.6. The quantity of New tokens to be distributed to you during the Token swap will be calculated by Akropolis based on the formula determined by Akropolis at its sole and absolute discretion. You

hereby agree that the amount of New tokens due to you in exchange for the aggregate amount of Former tokens will be determined by Akropolis at its sole discretion.

- 2.7. Subject to the provisions hereof, Akropolis will make commercially reasonable efforts to distribute the respective amount of New tokens due to you, if any, to the digital wallet address notified by you to Akropolis. If you wish to change a digital wallet address to receive New tokens, you should inform Akropolis thereof in writing at least 20 (twenty) days before the next distribution of New tokens to you.
- 2.8. You must be the sole and beneficial owner of the digital wallet to which the New tokens will be transferred in the Token swap and you must securely keep credentials thereto until you receive respective amounts of New tokens in full. If you lose access to your digital wallet, Akropolis shall not be obliged to deliver respective amounts of New tokens due to you hereunder to another digital wallet.
- 2.9. You shall solely bear all and any Ethereum network charges, gas fees, and other costs related to the transactions contemplated hereunder. The Token swap shall be final and no refunds or additional token swaps shall be available unless Akropolis, acting in its sole and absolute discretion, determines otherwise.
- 2.10. Akropolis may, in its sole and absolute discretion, withhold or suspend the distribution of AKRO to you, or refuse to distribute AKRO to you if Akropolis (i) suspects that you have violated or may violate these T&Cs, (ii) believes that the same is in the best interests of Akropolis' community, (iii) believes that the same is required under applicable laws or regulations, or to avoid possible violation of applicable laws or regulations, or (iv) believes that the same is necessary to avoid possible damages or losses that may be sustained by Akropolis, Akropolis community, or AKRO holders.

Akropolis reserves the right to treat as void any transfer of AKRO which Akropolis reasonably believes to be unlawful or in breach of the law or terms contained herein for any reason.

- 2.11. You hereby acknowledge and agree that the amount of New tokens to which you are entitled hereunder is fair, reasonable and sufficient, given the circumstances related to the Akropolis project and the Token swap. You shall not be entitled to claim any additional payments, fees, remuneration or amounts in connection with the Token swap and/or Current tokens other than the amount of Current tokens due to you hereunder, if any.
- 2.12. You hereby acknowledge and agree that the quantity of AKRO that you will receive during the Token swap on the terms contained herein will constitute a smaller share of the total allocation of AKRO compared to the share that you have had in the total allocation of Former tokens, and you hereby agree and acknowledge that such quantity is fair, reasonable and sufficient.

3. DISTRIBUTION AND LOCK-UP PERIOD

- 3.1. New tokens due to you hereunder shall be distributed as provided below. Until the date when a relevant portion of New tokens is to be distributed, such New tokens shall be deemed to be locked. New tokens due to you hereunder will be gradually unlocked in 12 (twelve) substantially equal monthly instalments (the "**Instalments**") as follows: (i) the first Instalment shall be unlocked on the 25th day of the month following the month when you accepted these T&Cs and fulfilled all Conditions precedent; and (ii) each subsequent Instalment shall be unlocked on or about the 25th day of each of 11 (eleven) months thereafter.
- 3.2. Akropolis shall have the right to change the New tokens distribution schedule contained in Clause 3.1 at its sole and absolute discretion, as well as to modify existing and introduce new terms of New token lock hereunder.

- 3.3. Subject to other terms of these T&Cs, you may only receive New tokens due to you hereunder which have been unlocked, as described above. New tokens will not be distributed or transferred to you, and you may not claim them until such New tokens are unlocked, as described above.

4. NEW TOKEN

- 4.1. Akropolis makes no warranties or representations and offers no assurances (in each case whether express or implied) that the New tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with any of services or products of Akropolis, or that any of Akropolis' products or services will ever be developed, launched or deployed. Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of the New tokens, or any such market's liquidity.
- 4.2. Akropolis makes no promise or guarantee of inherent value or future performance with regard to the New tokens, their price or supply amount, and there is no guarantee that the New tokens will hold any particular value or price, or have any value or price at all.
- 4.3. The New tokens are provided on an 'AS IS' and 'AS AVAILABLE' basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the New tokens, Akropolis' products or services (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 4.4. Akropolis does not represent or warrant that the New tokens or any of Akropolis' products or services are reliable, current or defect-free, meet your requirements, or that any defects will be corrected, or that any of the Akropolis' products or services will be developed, launched or deployed.
- 4.5. Ownership of New tokens carries no rights, whether express or implied, other than a limited potential right to use and interact with Akropolis products and services, subject to other provisions of these T&C and limitations contained herein. New tokens that are distributed to you hereunder may be claimed by you only.
- 4.6. New tokens due to you hereunder, if any, shall become your property once received by you to your digital wallet in accordance with these T&Cs. You shall not have the right to transfer, sell, promise, gift, use as a collateral, or otherwise dispose of the New tokens due to you hereunder until you receive New tokens to your digital wallet.
- 4.7. You acknowledge and accept that New tokens do not represent or constitute:
- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
 - b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Akropolis; or
 - c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money).
- 4.8. If delivery of New tokens to you, or the holding of New tokens by you, is or becomes impossible, or is a violation of any applicable legal or regulatory requirements, T&Cs, representations and warranties contained herein, or Akropolis suspects that this may be the case, then:
- a) Akropolis shall have the right not to deliver any New tokens to you nor return any payment or its equivalent to you nor, in either case, to any other person or entity;
 - b) Akropolis may remotely disable, deactivate or destroy any New tokens that you hold;

- c) Akropolis reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for Akropolis to meet its legal and regulatory obligations.

The aforementioned actions are in addition to any other actions that may be undertaken by Akropolis and such actions will be irrespective of any payment that has been made by you to Akropolis and Akropolis is under no obligation to provide reasons.

- 4.9. Any Former token exchanged by you in accordance with these T&Cs shall immediately become the sole and exclusive property of Akropolis.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. By accepting these T&Cs and/or applying for the Token swap you represent and warrant that:

- a) you have read and understood these T&Cs;
- b) you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with Akropolis and to perform the obligations set out herein;
- c) if you are an individual, you are at least 18 (eighteen) years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with Akropolis on the terms set out herein;
- d) the acceptance of these T&Cs and the entry into a binding agreement with Akropolis shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of any constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on you or the corporate entity you represent by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the you are a party or by which you are bound;
- e) the digital wallet(s) used for the purposes hereof belongs to you, that you exercise effective control over such digital wallet and that all virtual assets transferred to such wallet shall be deemed to be transferred to and received by you; you shall be responsible for implementing reasonable measures for securing your digital wallet(s);
- f) Former tokens exchanged (swapped) by you hereunder constitute your property and remain in your full and lawful possession until exchanged, that you exercise an effective control over such Former tokens and that such Former tokens are free and clear of all mortgages, claims, charges, liens, security interests, pledges or options, proxies, voting trusts or agreements, understandings or arrangements or any other rights whatsoever, except for any such rights arising hereunder, if any;
- g) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, Ethereum blockchain and related transactions, token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
- h) you understand that AKRO confer no voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
- i) if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established and in each jurisdiction where it conducts business;
- j) if you are acting for or on behalf of an entity or person, you are authorised to accept these T&Cs and enter into a binding agreement with Akropolis on such entity's or person's behalf

(and in such circumstances, references in these T&Cs to “your” or “you” shall be a reference to the entity or person on whose behalf you are acting);

- k) you shall not use AKRO to finance, engage in, or otherwise support any unlawful activities;
- l) participating in the Token Swap and receiving AKRO under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any action hereunder shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
- m) YOU ARE NOT (I) A CITIZEN OR RESIDENT OF, OR DOMICILED IN; (II) PARTICIPATING IN THE TOKEN SWAP FROM A LOCATION IN; (III) REPRESENTING OR ACTING ON BEHALF OF AN ENTITY (INCLUDING, BUT NOT LIMITED TO, ANY COMPANY OR PARTNERSHIP) INCORPORATED, ESTABLISHED OR REGISTERED IN OR UNDER THE LAWS OF: AFGHANISTAN, BELARUS, BOSNIA & HERZEGOVINA, BURUNDI, CENTRAL AFRICAN REPUBLIC, CUBA, DEMOCRATIC REPUBLIC OF CONGO, EGYPT, GUINEA, GUINEA-BISSAU, IRAN, IRAQ, LEBANON, LIBERIA, LIBYA, MALAYSIA, MALI, NORTH KOREA, SOMALIA, SOUTH SUDAN, SUDAN, SYRIA, UNITED STATES OF AMERICA (USA) AND ITS TERRITORIES, INCLUDING PUERTO RICO AND THE VIRGIN ISLANDS, YEMEN, ZIMBABWE, CRIMEA REGION OF UKRAINE, NOR ARE YOU ACTING FOR OR ON BEHALF OF ANY SUCH PERSON OR ENTITY;
- n) you will not sell, exchange or otherwise transfer AKRO to U.S. Persons or any persons that are established or located in the U.S. and its territories;
- o) you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
- p) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKRO;
- q) you shall have an Ethereum wallet that supports the ERC-20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as AKRO) for the purposes of receiving AKRO;
- r) you do not expect profits of any type from acquiring AKRO nor do you acquire AKRO for any type of investment purposes;
- s) you shall waive the right to participate in a class action lawsuit or a class-wide arbitration against Akropolis, its founders and team members or any entity or individual involved in the development of the Akropolis products and services;
- t) you understand that you do not have any right against Akropolis, the founders and team members or any other party to request any refund;
- u) you and any person on your behalf or any other third party, which is connected to you, acting at your suggestion, direction or otherwise (collectively “**Representatives**”) will not publicly make any reference to or make public any information related to Akropolis, its affiliated entities, their officers, employees, contractors, directors, and Akropolis Parties, including without limitation, in any promotional materials, media social media, or similar circumstances without Akropolis’, which tarnish or otherwise harm Akropolis Parties’ reputation. The fact that the reference or information is harmful shall be determined by Akropolis in its sole discretion;

- v) you understand that you bear the sole responsibility to determine if your holding and use of AKRO and the potential appreciation or depreciation in the value of AKRO over time, the sale and purchase of AKRO and/or any other action or transaction related to AKRO or Akropolis have tax implications for you;
 - w) you understand and accept that AKRO has no intrinsic value except in relation to its potential utility, and that Akropolis does not promise a secondary market for AKRO. To the extent that a secondary market exists or develops, the exchange value of AKRO may fluctuate and you may suffer loss in value of such acquired AKRO. There might be different reasons that would cause unfavourable fluctuations of the value of AKRO, many or even all of which may not be full transparent to you; and
 - x) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these T&Cs.
- 5.2. You undertake that the aforementioned representations and warranties will remain true and accurate until the expiration or termination of the Token swap. If you cannot provide all of the representations and warranties set out in Clause 5.1, you shall not participate in the Token swap or receive AKRO. Any AKRO distributed to you or held by you in violation of this Section 5 are deemed void and will not be recognised by nor binding on Akropolis.
- 5.3. Akropolis reserves the rights to deny and invalidate any transaction made by, and/or withhold the distribution or activation of AKRO from, any person who has made a false, incomplete or misleading warranty or representation under this Clause 5 in the opinion of Akropolis.
- 5.4. You further agree that:
- a) you will notify Akropolis immediately if any of the representations and warranties you make under these T&Cs becomes untrue, incomplete, invalid or misleading in any respect;
 - b) you will keep, and are fully responsible for keeping, your digital wallet (including private keys) confidential, secure, intact and under your control at all times;
 - c) you will appraise yourself of and take (and bear sole responsibility for taking) any further action, subject to these T&Cs, as you may consider necessary to protect your interests in the event of technical changes which may affect AKRO, including any source code update or fork;
 - d) you will not reproduce, duplicate, copy or reverse engineer AKRO or Akropolis' products for any purpose;
 - e) you will observe all applicable laws and regulations (including tax laws and regulations) in such manner that will, to the best of your knowledge and belief, result in compliance by you and Akropolis in any jurisdiction in which you directly or indirectly: (i) purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange AKRO; and (ii) enter into or perform your obligations under these T&Cs;
 - f) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKRO; and
 - g) you agree to provide promptly such evidence of your compliance with these T&Cs as Akropolis may at any time reasonably require.

6. INTELLECTUAL PROPERTY

- 6.1. In this Section 6, “**Akropolis IP Rights**” means in relation to Akropolis, AKRO, the Token swap, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and

confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

- 6.2. You are not entitled, for any purpose, to any Akropolis IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Akropolis IP Rights and you understand and accept that by participating in the Token swap and/or receiving of AKRO pursuant to these T&Cs you shall not:
- a) acquire or otherwise be entitled to any Akropolis IP Rights;
 - b) make a claim in respect of any Akropolis IP Rights or any other equivalent rights; or
 - c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Akropolis IP Rights, except with our prior written consent.

7. INDEMNITY

- 7.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Akropolis, its affiliated entities, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, affiliates, agents, representatives, predecessors, successors and assigns (the “**Akropolis Parties**”) from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to:
- a) your holding or use of AKRO;
 - b) non-performance of your responsibilities or obligations under these T&Cs;
 - c) your breach of any of the terms and conditions set out in these T&Cs, including inaccuracy or incorrectness of representations and warranties provided hereunder;
 - d) your breach of any rights of any other person or entity;
 - e) your purchase, holding, use, offering, sale, transfer, delivery, re-sale, re-offering or exchange of AKRO being in violation of any regulatory requirements imposed in any relevant jurisdiction; or
 - f) Akropolis exercising, enforcing or preserving its rights, powers or remedies (or considering doing so) with respect to you in connection with these T&Cs.
- 7.2. Akropolis reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in Clause 7.1. The indemnity set out in this Section 7 is in addition to, and not in lieu of, any other remedies that may be available to Akropolis under applicable law, and will remain in force for a period of 3 (three) years after any termination or expiry of these T&Cs.

8. LIMITATION OF LIABILITY

- 8.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO CIRCUMSTANCES SHALL:
- a) AKROPOLIS PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME, BUSINESS OR PROFITS, UNREALISED PROFITS, GAINS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF CONTRACT OR DEPLETION OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION, DIMINUTION OF VALUE OR

ANY LIKE LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THE TOKEN SWAP, ACQUISITION, STORAGE, TRANSFER, USE OF OR INABILITY TO USE AKRO, OR OTHERWISE RELATED TO AKROPOLIS OR ANY OF THE ABOVE, REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), BREACH OF STATUTORY DUTY, RESTITUTION OR ANY OTHER LEGAL OR EQUITABLE BASIS (EVEN IF ANY OF THE AKROPOLIS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE); AND

- b) THE AGGREGATE LIABILITY OF THE AKROPOLIS PARTIES (JOINTLY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION OR ANY OTHER LEGAL OR EQUITABLE BASIS, INCLUDING INTENTIONAL BREACH OF OBLIGATIONS HEREUNDER, ARISING OUT OF OR RELATING TO THESE T&Cs OR THE USE OF OR INABILITY TO USE AKRO, AND/OR AKROPOLIS' PRODUCTS, INCLUDING ATTORNEY'S FEES, EXCEED US \$5,000 (FIVE THOUSAND U.S. DOLLARS).

- 8.2. The limitations and exclusions of liability set out in Clause 8.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of Akropolis, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

9. TAXATION

- 9.1. You are solely responsible for determining whether your participation in the Token swap, the ownership, use, sale, transfer, or liquidation of the Former tokens and/or New tokens, the potential appreciation or depreciation in the value of the New token over time (if any), the receipt of New token, and/or any other action or transaction contemplated by these T&Cs or related to the Former tokens and/or New tokens will give rise to any tax implications on your part.
- 9.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be required to pay tax. Akropolis shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your receipt or holding of the New tokens, or in connection herewith.
- 9.3. You agree not to hold any of the Akropolis Parties liable for any tax liability associated with or arising from the creation, ownership, use, or liquidation of the AKRO or any other action or transaction related to the Akropolis' products and services or the Token swap.

10. DATA PROTECTION

- 10.1. In order to participate in the Token swap, we may collect personal data from you including, but not limited to, information and documents listed in Clause 10.2 below. This data is collected, processed and stored in order to allow you to participate in the Token swap and is required amongst other purposes in order to allow us to comply with legal obligations to which we are subject, including in respect of due diligence and the prevention and detection of money-laundering and terrorist financing. All personal data collected in connection with these T&Cs shall be collected, processed, and stored in accordance with our Privacy Policy which can be found on our website available at: <https://akropolis.io>, as may be supplemented or amended by Akropolis at any time. It also contains information on your rights to access, rectification, erasure, restriction on processing, objection to processing and portability of your data.
- 10.2. Akropolis may require you to provide information and documents relating to (without limitation):

- a) your identity;
- b) your wallet address;
- c) your address;
- d) the source of funds used for the purposes of receiving AKRO; and/or
- e) any other documents or data from which you can be identified,

(together your **"Personal Data"**).

- 10.3. You may be submitting your Personal Data to the AML service provider. In this case, Akropolis may not receive your Personal Data and only will receive a confirmation of the Service provider that you passed the AML procedures. Processing of your Personal Data by the AML service provider will be subject to its own Data Protection Policy and agreements entered with you.

11. RISKS

- 11.1. BY PARTICIPATING IN THE TOKEN SWAP AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT BELOW.

- 11.2. You acknowledge and agree that your participation in the Token swap, receipt, use, and transfer of the AKRO, development and deployment of Akropolis' products or services carries significant potential financial, regulatory, legal, technical, reputational and other risks, including but not limited to:

- a) Risk of software weaknesses: the Former token, New token, related smart-contracts and other software, products and services of Akropolis may contain weaknesses, bugs, vulnerabilities, viruses or other defects, which may have a material adverse effect on the price of AKRO, or may lead to losses and damages for you, other users, token holders or third persons.
- b) Regulatory risk: 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. These may be contrary to the current setup of the smart contracts and which may, inter alia, resulting in substantial modifications to the smart contracts and/or Akropolis' products and services, including its termination and the loss of the Former tokens and/or New tokens. Additionally, regulation of proposed activities of the Akropolis' products and services is currently uncertain and may be subject to change without notice. In particular, the regulatory framework for the proposed Akropolis' products and services and associated activities are largely untested. Therefore, there is uncertainty as to the legal and regulatory licences and requirements that will be required. It is also uncertain as to whether Akropolis will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.
- c) Risks associated with uncertain regulations and enforcement actions: the regulatory status of the Former tokens and/or New 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 the Former tokens and/or New tokens, Akropolis' products and services. It is equally 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 the Akropolis' products and services, the Former tokens and/or New tokens. Regulatory actions could negatively impact the above in various ways, including, for purposes of illustration only, through a determination that the Former tokens and/or New

tokens are a regulated financial instrument that requires registration or licensing. Akropolis may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

- d) Risk of abandonment / lack of success: the Former tokens and/or New tokens, as well as development of Akropolis' products and services may be abandoned for a number of reasons, including lack of interest from the public, lack of funding and lack of commercial success or prospects (e.g., caused by competing projects).
- e) Risks associated with markets for tokens and their price: we do not enable or otherwise facilitate any secondary trading or external valuation of the Former tokens and/or New tokens. This may restrict the avenues for using the Former tokens and/or New tokens, and could therefore create illiquidity risk with respect to any the Former tokens and/or New tokens you own. Even if secondary trading of the Former tokens and/or New tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to the Former tokens and/or New tokens (for example, as denominated in a cryptocurrency or fiat currency), such value may be extremely volatile and diminish to zero. There is a risk that Former tokens and/or New tokens will lose their entire value or will have no value.
- f) Risk of losing access to tokens due to loss of private key(s), custodial error or your error: the Former tokens and/or New tokens can only be accessed by using an Ethereum wallet with a combination of your account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the Former tokens and/or New tokens associated with your Ethereum 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 Ethereum wallet, may be able to misappropriate your Former tokens and/or New tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store the Former tokens and/or New tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Former tokens and/or New tokens.
- g) Risk of losing access to tokens due to loss of private key(s), custodial error or your error: AKRO can only be accessed by using an Ethereum wallet with a combination of your account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the AKRO associated with your Ethereum 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 Ethereum wallet, may be able to misappropriate your AKRO. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store AKRO, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your AKRO.
- h) Risk of incompatible wallet service: the wallet or wallet service provider used to store, send, or receive the Former tokens and/or New tokens must conform to the ERC-20 token standard in order to be technically compatible with the Former tokens and/or New tokens. The failure to ensure such conformity may result in the inability to access your Former tokens and/or New tokens.

- i) Risk of hard-fork: Akropolis' products and services will need to go through substantial development works which may result in significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Former tokens and/or New tokens may be required (e.g., a hard-fork) and that, if you decide not to participate in such upgrade, you may no longer be able to use your Former tokens and/or New tokens, and any non-upgraded Former tokens and/or New tokens may lose its functionality in full.
- j) Risks arising from taxation: the tax characterisation of the Former tokens and/or New tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of the Former tokens and/or New tokens, which may result in adverse tax consequences to you. This includes without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.

12. TERM

- 12.1. These T&Cs will be effective until the Token swap is terminated, i.e., until (i) you received the New tokens in full or (ii) you lost your ability to participate in the Token swap, or (iii) these T&Cs are terminated in accordance with the terms hereof.
- 12.2. Notwithstanding Clause 12.1 above, Sections 7, 8, 9, 11, 13-17 of these T&C shall survive any termination or expiration of these T&Cs.
- 12.3. You may not terminate or amend these T&Cs without Akropolis' prior written consent. Akropolis may immediately terminate these T&Cs in its sole discretion, without your consent or approval, by a written notice to you in case (i) you commit a material breach of your obligations hereunder, (ii) representations or warranties provided by you hereunder are untrue or incorrect, (iii) of an adverse change in circumstances related to the Token swap, Akropolis products or services, the AKRO, (iv) in Akropolis' reasonable opinion such termination is required under the laws or requirements of authorities.

13. RELEASE AND TERMINATION OF OBLIGATIONS

- 13.1. In consideration of receiving the right to participate in the Token swap, other promises and covenants herein contained, and to the maximum extent permitted under the applicable law, you hereby release and discharge Akropolis Parties from any and all past, present or future claims, actions, causes of action, class actions, costs, demands, obligations, expenses, losses, suits, damages, fees, interest, 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 defence arising out of, or in any way related to the Former tokens, their delivery, receipt, storage, use or transfer, inability to use or transfer Former tokens, as well as the price fluctuations of Former tokens and other circumstances affecting, whether directly or indirectly, the price of Former tokens.
- 13.2. You hereby agree and acknowledge that Akropolis Parties have properly and fully performed all of the obligations that they had or might have had to you arising prior to the date hereof, whether such arose from a contract or otherwise, with regard to (i) Former tokens, their distribution and delivery, and further affirm, acknowledge and agree that you have no claims against Akropolis, its affiliated persons and Akropolis Parties with respect to the above.

- 13.3. You hereby agree that all and any of Akropolis Parties' obligations to you under any agreement, contract, letter, statement, arrangement or promise, if any, whether express or implied, and whether written or oral, which are existing as of the date hereof and are related to or arising from the (i) acquisition, use or transfer of, inability to acquire, transfer, or use Former tokens, and (ii) development, deployment, or delivery of Akropolis products and services, excluding, for this purpose, these T&Cs, are hereby terminated and cease to exist as of the date when you accept these T&Cs. To clarify, once you accept these T&Cs, Akropolis Parties shall have no obligations to you with regard to the above.

14. APPLICABLE LAW AND DISPUTES RESOLUTION

- 14.1. These T&Cs, the relationship between you and Akropolis relating to the subject matter hereof, and any Disputes, as defined below, arising out of or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs.
- 14.2. Except for any disputes, claims, suits, actions, controversies, causes of action, demands, or proceedings (collectively, "**Disputes**") in which either you or Akropolis 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, you and Akropolis hereby agree to settle and finally resolve any Dispute arising out of or in connection with these T&Cs and/or relationship between you and Akropolis relating to the subject matter hereof in binding arbitration and in accordance with this Section 14. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.
- 14.3. For any Dispute that you have against Akropolis or relating in any way to these T&Cs, you shall first contact Akropolis and attempt to resolve the Dispute informally by sending a written notice of your claim (the "**Notice**") to Akropolis by email at team@akropolis.io. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If Akropolis and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.
- 14.4. Any Disputes arising out of or in connection with these T&Cs, including any question regarding the existence, validity, or termination of these T&Cs, and/or relationship between you and Akropolis relating to the subject matters hereof shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration (LCIA) Rules available at its website at: <http://www.lcia.org>, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. By agreeing to be bound by these T&Cs, you either: (i) acknowledge and agree that you have read and understood the LCIA Rules, or (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason whatsoever.
- 14.5. The arbitrator shall: (i) honour claims of privilege and privacy recognised at law, (ii) only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual, and (iii) award any individual relief or individual remedies that are expressly permitted by applicable law, subject to the limitation of liability provisions of these T&Cs. The arbitration will be confidential, and neither you nor Akropolis 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. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

- 14.6. Any Dispute arising out of or related to these T&Cs is personal to you and Akropolis 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 in any circumstances. There will be no class or other type or representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.
- 14.7. To the maximum extent permitted under the law, you and Akropolis waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.
- 14.8. To the maximum extent permitted under the law, you and Akropolis hereby agree that any claim arising out of or related to these T&Cs or the Akropolis products and services shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor Akropolis will have the right to assert such claim.

15. CONFIDENTIALITY

- 15.1. For the purpose of this Section 15, “**Confidential Information**” shall mean any technical and non-technical information which is not public, including without limitation:
 - a) any information and data which pertains to the Akropolis Parties or Akropolis’ products or services, Akropolis’ affairs, including, inter alia, any financial and organisational information, personal data, know-how, business plans and projections, financial plans and details, development plans, research and development data, etc., regardless of whether the information was communicated orally, in writing or electronic form;
 - b) any information regarding the relationship between you and Akropolis, conditions of the such relationship and of its termination, financial and business information related thereto;
 - c) any other information relative to any of the foregoing and disclosed on an explicit or implicit condition of confidentiality prior to the date hereof.
- 15.2. During the term of these T&Cs and for a period of 3 (three) years following their termination or expiry, regardless of reason, you will, and shall procure that any person on your behalf or any other third party which is connected to you, acting at your suggestion, direction or otherwise, including your Representatives, will, keep all Confidential Information strictly confidential in accordance with the terms of these T&Cs. Except as permitted by these T&Cs, you and your Representatives shall not disclose (a) the fact that the Confidential Information has been provided to you or was otherwise received by you, (b) the terms or the existence of any other agreements and arrangements entered into or to be entered into between you and Akropolis, (c) any communications, notices and calls with the participation of Akropolis, its affiliated entities or Akropolis Parties, (d) any other information which may be reasonably considered as confidential that relates to Akropolis, its products or services.
- 15.3. You hereby undertake and agree that neither you nor your Representatives will make any statements or publications, publish notes or posts, publicly disclose any information or data that harm or may harm or tarnish reputation of Akropolis, Akropolis Parties, Akropolis’ products or services, whether on Internet, in media, social networks, on Internet or in any other sources.

16. COMMUNICATIONS

You hereby agree and acknowledge that Akropolis may give any notices, letters, and other communications under these T&Cs or in connection with the Token swap and matters

contemplated herein by posting them in Akropolis' official Telegram channel (https://t.me/akropolis_official) and/or Medium channel (<https://akropolisio.medium.com/>) or by sending them via email(s) provided by you (collectively, the "**Communication channels**"). Any communication given in accordance with the foregoing sentence shall be deemed effective and received by you on the day following the day when it is published. Any communication delivered to you via Communication channels shall have the same legal power as communication delivered by regular mail. It is your responsibility to regularly check our Communication channels for updates. You may contact Akropolis by email at team@akropolis.io.

17. MISCELLANEOUS

- 17.1. You understand and acknowledge that these T&Cs constitute a binding legal agreement between you and Akropolis. You agree and acknowledge that the means executing of these T&Cs constitute valid means of concluding an agreement. You agree that these T&Cs are final, supersede, substitute, and extinguish any prior AKT to AKRO Token Swap Terms and Conditions ("**Prior T&Cs**"), as well as any and all agreements, negotiations, letters or arrangements between you and Akropolis, both written and oral, with respect to the subject matter, as well as any agreements that are contrary to the provisions of these T&Cs.

If you have already accepted the Prior T&Cs and/or commenced your participation in the Token swap pursuant to the Prior T&Cs, such Prior T&Cs are replaced by these T&Cs and the terms hereof will govern your participation in the Token swap in its entirety; for the avoidance of doubt, the revised Swap rate will be applicable to all Former tokens that you wish to exchange for AKRO in the Token swap, including to any amounts with respect to which you have applied for the Token swap before the effective date of these T&Cs, as updated.

- 17.2. You agree that if any court determines that any provision of these T&Cs is invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions hereof shall remain valid and enforceable. Invalidity or unenforceability of any provision hereof will affect only that provision and will not make any other provision of these T&Cs invalid or unenforceable.
- 17.3. These T&Cs may not be amended, modified or assigned by you without Akropolis' written consent. Akropolis may modify these T&Cs at any time by providing you with a revised version. In such a case we will update the 'Last updated' date on the first page of the document, and amended T&Cs will become effective upon their publication and/or relevant notice given to you, unless otherwise stated therein; in which event, the updated T&Cs will supersede and replace any prior versions hereof. It is your responsibility to check the Communication channels regularly for modifications. Akropolis further reserves the right to assign or transfer these T&Cs, any and all rights and obligations hereunder to third parties without your consent, notification or approval, to its affiliated entities.
- 17.4. Akropolis shall not be liable for any delay or failure to perform any obligation under these T&Cs where the delay or failure results from any force, event, condition or circumstance outside of its control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, blockages, embargoes, sanctions, riots, acts or orders of government, acts of terrorism, war, undeclared war, changes in blockchain technology and changes in Akropolis' products or services, hacker attacks or viruses.
- 17.5. You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Akropolis in relation to the subject matter of these T&Cs at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out

in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

- 17.6. The failure by Akropolis to enforce any provision of these T&Cs will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
- 17.7. You confirm that you have been granted an opportunity to seek legal advice before executing these T&Cs, that you have read and understood this document, and further acknowledge that these T&C are final, legally binding and irrevocable.
- 17.8. Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Akropolis and/or other individuals or entities involved with the Token swap, development and deployment of the smart contracts, and/or Akropolis' products or services.

[END OF DOCUMENT.]