

## TERMS AND CONDITIONS RELATING TO TOKEN SALE

Last updated: [Insert day] October 2017

PLEASE READ THESE TERMS AND CONDITIONS ("T&Cs") CAREFULLY. BY MAKING A CONTRIBUTION TO ABT TECHNOLOGIES LIMITED FOR THE PURCHASE OF ABT TOKENS ("ABT") DURING THE TOKEN SALE, YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&CS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH ABT TECHNOLOGIES LIMITED. THESE T&CS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 1A.20 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO THESE T&CS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF ABT AND NAVIGATE AWAY FROM THE THE TOKEN SALE WEBSITE.

## **PROHIBITION ON U.S CONTRIBUTORS**

Due to legal and regulatory uncertainty in the United States of America, citizens and green card holders of and persons residing in the United States of America are prohibited from making contributions to ABT Technologies Limited and participating in the Token Sale. Persons from the United States of America that participate in the Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these T&Cs and shall be required to indemnify ABT Technologies Limited in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these T&Cs.

#### **PARTIES TO THESE T&Cs**

ABT Technologies Limited is a company incorporated and registered in Gibraltar with registration number 116071 and shall be the creator of its own proprietary token known as the 'Advanced Browsing Token' or ABT under these T&Cs. There may be other entities within the ABT Technologies Limited group of companies from time to time ("ABT Companies") that will develop, manage and/or operate the ABT Protocol (as defined below) (or parts thereof) and references in these T&Cs to "ABT Technologies Limited" "Company", "we", "our" or "us" shall be to ABT Technologies Limited and its respective successors in interests and assigns.

References in these T&Cs to "Contributor", "your" or "you" are to the person/entity who accepts these T&Cs and agrees to and makes a contribution to the Company as set out in and on the terms of these T&Cs. You, personally, and the Company 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 have any questions relating to these T&Cs, please contact us at contact@abtoken.io

## YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

## 1. ABT Protocol

1.1 The Company is in the process of developing a disruptive web browsing technology, currently used by Addap's (the "Addap's Browser"), which allows the laying out, displaying and managing of multiple web objects (web-content and web-apps) in tabs batches, displayed in full screen mode or in infinite scrollable boards, and a decentralized protocol powered by ABT, that is using the Ethereum blockchain (the "ABT Protocol"). The aim of the ABT Protocol will be to use the power of blockchain



technology by creating value around users' browsing experience through the use of the ABT Protocol, and providing a competitive solution based on dynamic multi-browsing technology. It allows the application of methods to implement technologies such as secured digital identity and login, boards management, a domain name system and an automatic payment subscription.

- 1.2 For a more detailed description of the proposed ABT Protocol, please refer to:
  - a) the ABT website at http://abtoken.io (the "Token Sale Website");
  - b) the ABT Whitepaper a copy of which can be found at: <a href="http://abtoken.io/assets/docs/wp.pdf">http://abtoken.io/assets/docs/wp.pdf</a>; and
  - c) the Addap's browser <a href="https://www.addaps.com">https://www.addaps.com</a> an example of the implementation of the ABT protocol & the multi-browsing technology.

(collectively referred to as the "Project Documentation")

1.3 The information contained in the Project Documentation is of descriptive nature only, is not binding and do not form part of these T&Cs.

#### 2. Scope of T&Cs

- 2.1 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to the Company for the purchase of ABT during the Contribution Period (as such terms are defined in clause 3 below).
- 2.2 Any potential future use of ABT in connection with the provision or receipt of services on the ABT Protocol shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the ABT Protocol and/or the Addap's Browser (the "Protocol Terms"). Such Protocol Terms will be made available to ABT Protocol users, if and when the ABT Protocol is successfully developed and deployed.

## 3. Contribution Period

- 3.1 Contributions may be made during a defined period of time ("Contribution Period"). The Contribution Period shall commence on 23 December 2017 at 10:00:01 UTC and shall end on satisfaction of one of the following conditions ("Completion Conditions") (whichever is the earlier):
  - a) Up to 250,000,000 ABT, less any ABT sold prior to the start of the Contribution Period to early contributors; or
  - b) 31 January 2018 at 10:00:00 UTC.

## 4. ABT Price

4.1 The price attributed to ABT Tokens in respect of any contribution made under these T&Cs shall be 1 ETH = 3000 ABT Tokens.



## 5. Right to Request Information

- 5.1 Before you are able to make a contribution to the Company or at any time after making a contribution, we may (in our sole and absolute discretion):
  - a) request you to provide certain information and documentation for the purposes of complying with any "know your customer" or similar obligations to which we may be subject; and
  - b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of ABT Tokens to you.
- You agree that you shall, promptly upon the Company's request, supply such information and documentation as may be reasonably requested by us pursuant to clause 5.1 in order for us to:
  - a) carry out, to our satisfaction, all necessary "know your customer" and other similar checks which we may be obliged to perform; and
  - b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of ABT Tokens to you as contemplated by these T&Cs.
- 5.3 You acknowledge and accept that we may refuse or reject any contributions for the purchase of ABT until you provide all information and documentation that we may request under this clause 5 and we have determined that it is permissible to create and issue ABT to you under applicable law.

#### 6. Method of Contribution

- 6.1 You must contribute to the Company during the Token Sale in the manner described in this clause 6.
- 6.2 Contributions must be made exclusively in ETH and must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to the Company and to enable the Company to issue ABT to you through the Smart Contract System (as further described in clause 7).
- 6.3 Contributions shall be sent exclusively to the Smart Contract System's address specified on the Token Sale Website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue ABT or facilitates the allocation or transfer of ABT in any way during the Contribution Period, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the Token Sale Website, not authorised by the Company nor do they have any legal or commercial relationship in any way with the Company, the ABT Protocol, the Addap's Browser or ABT.
- 6.4 Contributors that send contributions:



- a) in (i) Bitcoin; (ii) any other crypto-currency (other than ETH), (iii) any fiat currency; or (iv) a manner that does not conform with the methods of contribution described in these T&Cs; or
- b) to any third-party website, wallet address, service or smart contract that offers ABT in the manner described in these T&Cs.

risk losing their entire contribution and the Company shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall the Company be responsible or liable for any losses incurred by the Contributor in this respect.

## 7. Creation and issue of ABT through the Smart Contract System

- 7.1 The Company has deployed a smart contract system (the "Smart Contract System") on the Ethereum blockchain for the purposes of receiving contributions, creating ABT and issuing such ABT to the Ethereum wallet from which the contribution was received. The Smart Contract System's address shall be published by the Company on the Token Sale Website. ABT shall be based on the ERC20 token standard and is intended to have the functionality set out in Schedule 1.
- 7.2 In order to receive ABT, Contributors must have, and send a notice to the Company containing the address of, an Ethereum wallet that supports the ERC20 token standard. In other words the Contributor's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of ABT, being tokens that are created based on the ERC20 token standard. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time acting in its sole and absolute discretion.
- 7.3 The creation and issue of ABT shall be initiated by the Contributor transferring an amount in ETH during the Contribution Period to the Smart Contract System from the Ethereum wallet address which you send us notice of pursuant to clause 7.2. The Smart Contract System's receipt of the contribution in ETH from the Contributor will trigger a smart contract operation whereby ABT will be created and issued to the Ethereum wallet address from which the contribution was received.
- 7.4 Subject to compliance with the foregoing provisions of clauses 5, 6 and 7, delivery of ABT shall be made immediately by the Smart Contract System, following receipt by the Smart Contract System of your contribution (subject to ordinary Ethereum blockchain waiting periods which should not exceed 72 hours and subject to the risks outlined in these T&Cs), by sending ABT to the Ethereum wallet address which you send us notice of pursuant to clause 7.2.
- 7.5 On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of the Company who shall be entitled to apply the contribution towards the development of the ABT Protocol, the Addap's Browser and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

## 8. Refunds, Refusals, Suspension and Termination of Contributions

8.1 The Company reserves the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable



endeavours to procure that the contribution is returned to the Contributor to the Ethereum wallet from which the contribution was made (as the case may be), however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions, and in any event you accept that any return of your contribution will be net of any mining fees applied at the time the contribution is made and thereafter until returned (if so returned).

- 8.2 Subject to clause **Erreur! Source du renvoi introuvable.** and except to the extent required by applicable law, all contributions received by the Company under these T&Cs are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from the Company.
- 8.3 At any time prior to satisfaction of the Completion Conditions, the Company may either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that the Company publishes a notice to that effect on the Token Sale Website.
- During any period of suspension or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create ABT and/or issue ABT to Contributors. Contributors who send us contributions (after we publish a notice that the Token Sale has been suspended or aborted in accordance with clause 8.3) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect. Contributors are therefore strongly advised to check the Token Sale Website before sending a contribution to the Smart Contract System.

# 9. Token Functionality

- 9.1 Ownership of ABT carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the ABT Protocol and the Addap's Browser as may be made available from time to time, (as further described in Schedule 1), if and to the extent the ABT Protocol and/or and the Addap's Browser are successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the ABT Protocol and the Addap's Browser shall be subject to any restrictions and limitations set out in these T&Cs and/or the Protocol Terms (as applicable).
- 9.2 You acknowledge and accept that ABT 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 the Company, the ABT Protocol and the Addap's Browser;
  - any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
  - d) the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties.



- 9.3 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of ABT or to your storage, sale and/or transfer of ABT.
- 9.4 The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that ABT shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the ABT Protocol and the Addap's Browser.

# 10. Contributor's Representations and Warranties

- 10.1 By participating in the Token Sale and sending a contribution to the Company, you hereby represent and warrant that:
  - a) you have read and understood these T&Cs (including all the Schedules hereto);
  - b) you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
  - the acceptance of these T&Cs and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organizational 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 the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
  - d) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
  - e) you have obtained sufficient information about the potential future use and functionality of ABT to make an informed decision to participate in the Token Sale pursuant to these T&Cs;
  - f) you understand that ABT confer only a limited potential future right or expectation to use and interact with the ABT Protocol and the Addap's Browser as more particularly described in Schedule 1, and that ABT confer no other rights of any kind with respect to the Company, the ABT Protocol and/or the Addap's Browser, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
  - g) if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;



- h) if you are making a contribution for the acquisition of ABT as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
- if you are making a contribution for the purchase of ABT for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a contribution);
- j) you are making a contribution for the purchase of ABT to support the development, testing, deployment and operation of the ABT Protocol and the Addap's Browser and to potentially use and interact with the ABT Protocol and the Addap's Browser at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- any contribution to be made by you for the purchase of ABT is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
- l) you shall not use ABT to finance, engage in, or otherwise support any unlawful activities;
- m) the contribution shall be transferred to the Company from an Ethereum wallet that: (i) is registered in your name or in the name of a person who is duly authorised by you to send a contribution to the Company; and (ii) is not located in or that is not registered in the name of a person located in or resident of the United States of America or any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory" (each a "Prohibited Jurisdiction");
- n) making a contribution and receiving ABT 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 contribution 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);
- o) you are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of ABT from a location in a Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of ABT for or on behalf of any such person or entity;
- p) 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;



- q) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of ABT;
- r) you shall provide us with details of an Ethereum wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as ABT); and
- s) you understand and accept the risks of investing in early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs.

#### 11. Risks

You acknowledge and agree that sending a contribution to the Company, the creation and issue of ABT and the development and deployment of the ABT Protocol and the Addap's Browser carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 2 of these T&Cs.

BY MAKING A CONTRIBUTION TO THE COMPANY AND ACCEPTING THESE T&Cs YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 2 ON YOUR OWN ACCOUNT.

# 12. Audit of the Smart Contract System

- 12.1 The Company shall exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.
- 12.2 Notwithstanding clause 12.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and ABT are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of ETH contributions and/or ABT.

## 13. Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Company and to receive and store ABT that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your ABT. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of ABT nor shall we be under any obligation to recover or return any ABT and we



hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) ABT issued to you during the Token Sale.

## 14. Intellectual Property

- 14.1 In this clause 14, "Company's IP Rights" means in relation to the Company, the ABT, the Token Sale, the ABT Protocol, the Addap's Browser and the Token Sale Website, 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.
- 14.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company's IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Company's IP Rights and you understand and accept that by making a contribution for the purchase of ABT pursuant to these T&Cs you shall not:
  - a) acquire or otherwise be entitled to any Company's IP Rights;
  - b) make a claim in respect of any Company's IP Rights or any other equivalent rights; or
  - c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company's IP Rights, except with our prior written consent.

## 15. Indemnity

- To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Indemnified 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 acquisition or use of ABT under these T&Cs;
  - b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;
  - c) your breach of any of the terms and conditions set out in these T&Cs; or
  - d) your breach of any rights of any other person or entity.
- 15.2 The Company 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 15.1.



15.3 The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.

#### 16. Disclaimers

- 16.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:
  - a) ABT are sold 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 ABT (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
  - b) we do not represent or warrant that ABT are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
  - c) we cannot and do not represent or warrant that ABT or the delivery mechanism for ABT are free of viruses or other harmful components.
- 16.2 Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. ABT should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.
- 16.3 No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

## 17. Limitation of Liability

- 17.1 To the fullest extent permitted by applicable law, in no circumstances shall:
  - the Company or any of the Company Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of ABT or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company Indemnified 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 Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any



other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use ABT, exceed the amount of your contribution.

17.2 The limitations and exclusions of liability set out in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of any Company Indemnified Party, 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.

#### 18. Taxation

- 18.1 You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the transfer of ETH, the creation, ownership, use, sale, transfer or liquidation of ABT, the potential appreciation or depreciation in the value of ABT over time (if any), the allocation of ABT and/or any other action or transaction contemplated by these T&Cs or related to the ABT Protocol and the Addap's Browser that may give rise to any tax implications on your part.
- 18.2 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 liable to pay tax. The Company 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 contribution and acquisition of ABT under or in connection with these T&Cs.
- 18.3 You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of ABT or any other action or transaction related to the ABT Protocol or the Token Sale.

#### 19. Data Protection

- 19.1 If we make an information request in accordance with clause 5, we may require you to provide information and documents relating to (without limitation):
  - a) your identity;
  - b) your address;
  - c) the source of your wealth;
  - d) the source of funds used for the purposes of purchasing ABT; and/or
  - e) any other documents or data from which you can be identified,

(together your "Personal Data").

19.2 We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you expressly



agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

- 19.3 We shall process your Personal Data in accordance with the Data Protection Act 2004, as may be amended ("Data Protection Act"), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:
  - a) the purchase of ABT and the processing of transactions related to the Token Sale pursuant to these T&Cs;
  - b) providing you with information about us and our range of services;
  - c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
  - d) management of enquiries and complaints;
  - e) opening, maintaining or operating a bank account in the Company's name;
  - f) subject to clause 20, resolving any Disputes with you;
  - g) producing summary information for statistical, regulatory and audit purposes; and/or
  - h) any other reasonable purposes in accordance with applicable law.
- 19.4 Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.
- 19.5 You agree that we may, for the purposes set out in clause 19.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.
- 19.6 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in 19.3, In order to access the ABT Protocol and the Addap's Browser and provide or receive services therein or otherwise use and interact with the ABT Protocol and the Addap's Browser, you will be required to accept the Protocol Terms which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the ABT Protocol and the Addap's Browser.



#### 20. Dispute Resolution by Arbitration

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- 20.1 **Binding Arbitration**. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- 20.3 **Arbitration Rules**. The enforceability of this clause 20 will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.
- Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at contact@abtoken.io. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause 20, commence an arbitration proceeding or, to the extent specifically provided for in clause 20.1, file a claim in court.
- 20.5 **Process**. Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed by the Gibraltar Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.
- 20.6 **Authority of Arbitrator.** These T&Cs, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all



procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these T&Cs. The arbitrator may 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.

- 20.7 **Arbitration Rules.** The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <a href="https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration">https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration</a>. By agreeing to be bound by these T&Cs, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.
- 20.8 **Severability of Dispute Resolution and Arbitration Provisions.** If any term, clause or provision of this clause 20 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause 20 will remain valid and enforceable. Further, the waivers set forth in clause 20.2 above are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.

## 21. Miscellaneous

- 21.1 The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to ABT losing intrinsic value.
- 21.2 We may amend these T&Cs from time to time, including where there are changes to the intended functionality of ABT or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the Token Sale Website and we will change the "Last Updated" date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of notice and updated T&Cs on the Token Sale Website. It is your responsibility to regularly check the Token Sale Website for any such notices and updated T&Cs.
- 21.3 If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.
- These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.



- 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 the Company 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.
- 21.6 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the ABT Protocol and/or the Addap's Browser.
- 21.7 Subject to clause 20, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Gibraltar Law.
- 21.8 The Parties irrevocably agree that the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).

\* \* \* \* \* \*

#### **SCHEDULE 1**

#### INTENDED FUNCTIONALITIES OF ABT ON THE ABT PROTOCOL

#### **ABT Protocol**

The ABT Protocol has been created to provide access to blockchain methods empowering the dynamic multi-browsing technology to be implemented by any browser, website or application (each a "Third Party Platform") that wishes to use the ABT Protocol's methods & technology. The ABT Protocol has tools which allow the use of features (e.g. such as duplication, saving and sharing of content) in a decentralized way on the blockchain. Third Party Platforms that implement the ABT Protocol are able to access such features, display and operate them.

Access to the full functionality of the ABT Protocol is intended to occur exclusively using ABT. Aside from dynamic web browsing, the ABT Protocol provides capabilities for the following use-cases.

- Secured Digital Identity and Login
- Boards and Bookmarks Management
- Domain Name System Services (domain name leases)
- Automatic Payment Subscription

## **ABT Functionality**

## In-protocol currency and access

The principal purpose of ABT is therefore to operate as an 'in-protocol currency' that can be used by ABT token holders to subscribe for services. It is intended (i) some services will be offered by third parties holding and accepting ABT that operate and market their services on any Third Party Platform and make use of the ABT Protocol in such marketing and distribution initiatives on any Third Party Platform; and (ii) that some Third Party Platforms will use one or more functionalities of the ABT Protocol ("**Premium Services**"), and only allow access and payment for access to Premium Services to be made via ABT, thereby attributing ABT with a key in-protocol currency function and also an "access" function.

It is intended that ABT Tokens will not solely circulate within the ABT Protocol ecosystem but will also have certain functionality or utility outside the ABT Protocol, within Third Party Platforms. Accordingly, whilst the ABT Protocol will not be structured as a "closed system" insofar as the use of ABT is concerned, ABT can only be used within the identifiable network that endorses the ABT Protocol. Although users who do not hold ABT will have limited access to the ABT Protocol's benefits (such as dynamic browsing, which does not necessarily require a user to hold ABT in order to access and use) by using Third Party Platforms that incorporate the ABT Protocol, such persons will not be able to access the full range of functionalities (e.g. Premium Services) without ABT.

## Rewards

ABT will also be used to reward users who establish popularity of their domain names and public boards within any Third Party Platform offering such functionalities of the ABT Protocol, by sharing content on any Third Party Platform's public board and social discover sections established within the ABT Protocol, and growing the user-base via 'social browsing'. The reward function rewards the most active and valued users of the ABT Protocol and creates value around a users' browsing experience through the use of the ABT Protocol.

#### **ABT Wallet**

A further function of ABT is to allow users to create and manage a digital identity stored in their ABT wallet which can be used to verify their identity when logging into websites or purchasing goods and services whilst using a Third Party Platform, in a more secure and streamlined manner. However, whether a Third Party Platform chooses to accept ABT in exchange for goods and services is a matter for the owner of the relevant Third Party Platform and the Company makes no guarantees and offers no assurances that such Third Party Platform will accept ABT in exchange for its goods or services, or that the ABT Protocol is compatible with and can be incorporated into all Third Party Platforms. You are therefore referred to the risk factors in Schedule 2 in respect of the risks associated with the lack of adoption/success of the ABT Protocol.

Additionally holders of ABT will be able to 'tip' users of the ABT Protocol for their content creation. Using the Wallet, users of the ABT Protocol will be able to easily 'tip' other users of the ABT Protocol in respect of content creation. This process is on a user to user non-contractual basis (at the free will of each under) and is not controlled in any way by the Company.

## POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF ABT

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF ABT. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF ABT IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON THE TOKEN SALE WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF ABT AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE TOKEN SALE WEBSITE FOR ANY SUCH NOTICES. ON THE CONLCUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF ABT.

# ABT TOKEN CREATION AND INTENDED DISTRIBUTION

It is envisaged that a total of up to 250,000,000 ABT will be available to be created and distributed in exchange for contributions received during the Token Sale, less any ABT sold during the period which preceded the Contribution Period (the "Issued ABT").

The Company shall be creating and distributing the Issued ABT only in exchange for contributions received.

At the end of Contribution Period an additional and separate pool of 50,000,000 ABT shall be created (the "Pre-Allocated ABT").

The Pre-Allocated ABT will be retained by the Company and shall remain at the disposal of the Company to be used and/or distributed for any purposes in our sole and absolute discretion.

It is intended that the Pre-Allocated ABT will be invested to the benefit of ABT end-users and community apps through various incentive plans, focusing in increasing our community technology knowledge base, improving the quality use of tools on the Addap's Browser and/or the ABT Protocol, stimulate our ABT end users, and provide special rewards to the Company's team upon achievement of defined targets in connection to the satisfaction and growth of our community of end-users. It will be also spent on specific bounty programs in connection to the Token Sale.

Specifically the Pre-Allocated ABT will be used as follows.

# **ABT Reward Programmes**

Open Source Community	15% - spent over 4 years
Applications supporting ABT	15% - spent over 4 years
ABT Protocol development team	15% - spent over 4 years



Token Sale Bounty programs (including but not	15% - Spent once Token Sale ends
limited to sales and marketing, translation, and	
audit activities)	

The remaining 40% of the Pre-Allocated ABT will be maintained by the Company, as a reserve for specific future needs.



#### **SCHEDULE 2**

#### **RISK FACTORS**

- 1. Risk of software weaknesses: because ABT, the Smart Contract System and the ABT Protocol are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on ABT, the Smart Contract System and/or the ABT Protocol. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the ABT (including the utility of ABT for obtaining services), the Smart Contract System and/or the ABT Protocol, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating ABT will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or ABT. Additionally the Addap's Browser is subject to its own specific software weaknesses as it relies on both the functionality of the blockchain and also of the world wide web. Further, several internet browsing tools, applications (or 'apps') exist which may or may not be compatible with and/or may or may not compliment the tools within the Addap's Browser or allow the full functionality of the ABT Protocol to operate within the Addap's Browser.
- 2. 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, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the ABT Protocol and/or the Addap's Browser, including its termination and the loss of ABT for the Contributor. Additionally, regulation of proposed activities of the ABT Protocol and/or the Addap's Browser is currently uncertain. It is not known what regulatory framework the proposed ABT Protocol and/or the Addap's Browser and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company 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.
- 3. Risks associated with uncertain regulations and enforcement actions: the regulatory status of ABT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the ABT Protocol, the Addap's Browser and/or ABT. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the ABT Protocol, the Addap's Browser and/or ABT. Regulatory actions could negatively impact the ABT Protocol, the Addap's Browser and/or ABT in various ways, including, for purposes of illustration only, through a determination that ABT are a regulated financial instrument that requires registration or licensing. The Company 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 commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.



- 4. Risk of abandonment / lack of success: the creation and issue of ABT and the development of the ABT Protocol and/or the Addap's Browser may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if any such ABT Protocol and/or the Addap's Browser is/are partially or fully developed and launched, you will receive any benefits through ABT that you hold.
- 5. Risk associated with other applications: the ABT Protocol and/or the Addap's Browser may give rise to other, alternative projects, promoted by unaffiliated third parties, under which ABT will have no intrinsic value. This means that competitors may produce platforms that compete with the ABT Protocol and/or the Addap's Browser and may not accept ABT as payment for services within such platforms; further, such platforms may become more popular and have greater success than the Addap's Browser.
- 6. Risks associated with markets for ABT: the Company may not enable or otherwise facilitate any secondary speculative trading or any such external valuation of ABT. This may restrict the contemplated avenues for using ABT to the token functionality described in Schedule 1 and could therefore create illiquidity risk with respect to any ABT you own. Even if secondary trading of ABT 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 ABT (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the ABT as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the ABT are not offered by the Company or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these T&Cs (or you consider to be invested in the Company) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar.
- 7. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: ABT can only be accessed by using an Ethereum wallet with a combination of the Contributor's 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 obtained ABT 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 ABT. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store ABT, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your ABT.
- 8. <u>Risk of theft</u>: the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of



contributions or ABT, adversely impacting the ability to develop the ABT Protocol and/or the Addap's Browser and derive any usage or functionality from ABT. Furthermore, because the ABT Protocol and the Addap's Browser are based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the ABT Protocol, which could negatively affect the ABT Protocol, the Addap's Browser and/or ABT.

- 9. Risk of Ethereum mining attacks: as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the ABT via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the ABT losing intrinsic value and/or functionality.
- 10. <u>Risk of incompatible wallet service</u>: the wallet or wallet service provider used to receive ABT must to conform to the ERC20 token standard in order to be technically compatible with ABT. The failure to ensure such conformity may have the result that Contributor will not gain access to his ABT.
- 11. Risk of hard-fork: the ABT Protocol and the Addap's Browser will need to go through substantial development works as part of which either may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to ABT may be required (hard-fork of ABT) and that, if you decide not to participate in such upgrade, you may no longer be able to use your ABT and any non-upgraded ABT may lose its functionality in full.
- 12. <u>Risk of uninsured losses</u>: unlike bank accounts or accounts at some other financial institutions, ABT are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.
- 13. <u>Risks arising from taxation</u>: the tax characterization of ABT is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of ABT, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
- 14. Risk of an unfavourable fluctuation of Ethereum and other currency value: The Company intends to use the contributions received to fund the development of ABT, the ABT Protocol, the Addap's Browser and various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavourably during or after the Contribution Period, the Company may not be able to fund the development of, or may not be able to maintain, the ABT Protocol and/or the Addap's Browser in the manner that it intended.
- 15. <u>Risk of dissolution of the Company or network</u>: it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic



and fiat currencies), decrease in ABT utility due to negative adoption of the ABT Protocol and/or the Addap's Browser, the failure of commercial relationships, or intellectual property ownership challenges, the ABT Protocol and/or the Addap's Browser may no longer be viable to operate and the Company may dissolve and may not be able to continue the development of the ABT Protocol and/or the Addap's Browser.

- 16. Risks arising from lack of governance rights: because ABT confer no governance rights of any kind with respect to the ABT Protocol, the Addap's Browser or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the ABT Protocol or the Addap's Browser including, but not limited to, decisions to discontinue the ABT Protocol and/or the Addap's Browser, to create and issue more ABT, will be made by the Company. These decisions could adversely affect the ABT Protocol, the Addap's Browser and/or ABT you hold.
- 17. Risks arising from the market in which the ABT Protocol and the Addap's Browser operate: the software market and by extension the ABT Protocol and the Addap's Browser, is subject to a variety of federal, state and international laws and regulations, including those with respect to gaming, gambling, protection of minors in the gaming sector, responsible gambling and/or gaming, KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the ABT Protocol and/or the Addap's Browser could be enacted, which could impact the utility of ABT in the ABT Protocol and within the Addap's Browser. Additionally, Addap's Browser users and the Company are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the ABT Protocol and the ABT, including its functionality to obtain or provide services within the Addap's Browser.
- 18. Risks associated with the development and maintenance of the ABT Protocol and the Addap's Browser: the ABT Protocol and the Addap's Browser are still under development and may undergo significant changes over time. Although we intend for the ABT, the Addap's Browser and the ABT Protocol to function as described in Schedule 1, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the ABT, the Addap's Browser or the ABT Protocol for any number of legitimate reasons. Moreover, we have no control over how other participants will use the Addap's Browser, what products or services will be offered through the Addap's Browser by third parties, or how third-party products and services will utilize ABT (if at all). This could create the risk that the ABT, the Addap's Browser and/or the ABT Protocol, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the ABT Protocol and the Addap's Browser, it is still possible that the ABT Protocol and/or Addap's Browser will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the ABT Protocol, the Addap's Browser and/or ABT, and the potential utility of the ABT, including the utility of the ABT for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Sale.



- 19. Risk of Competing Software: It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the ABT Protocol and/or the Addap's Browser and attempt to facilitate services that are materially similar to the services offered by or within the ABT Protocol. The ABT Protocol may compete with these alternatives, which could negatively impact the ABT Protocol and ABT, including the utility of the ABT for obtaining services offered by or within the ABT Protocol. Additionally the Company operates in a highly competitive internet browser software market and several competitors are already in existence that have produced web browsing tools and services that are likely to be in direct competition with the Addap's Browser and there is no guarantee that the Addap's Browser will gain popularity over such competing web browsing tools and services.
- 20. <u>Unanticipated Risks</u>: cryptographic tokens such as ABT are a new and untested technology. In addition to the risks set out in this Schedule 2, there are other risks associated with your acquisition, storage, transfer and use of ABT, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 2.