

Ashswap AG

Terms and Conditions of Public Token Sale

Last updated: October 11th, 2022

The following Terms and Conditions are an integral part of the Public Token Sale (“**Token Sale**”) of ASH Tokens or any representation of the ASH Token (in particular LKASH) (“**\$ASH**” or all together hereinafter referred as “**Tokens**”) conducted by Ashswap AG (“**Ashswap**” or “**Company**”), a company incorporated under the laws of the Principality of Liechtenstein with its registered office at Werdenbergerweg 11, 9490 Vaduz c/o SIGNA CONSULTING TREUUNTERNEHMEN.

These Terms and Conditions describe the terms and conditions for the Public Sale of Ashswap. Please read this Terms and Conditions carefully. If you do not agree to this Terms and Conditions, you are not able to purchase Tokens.

The Terms and Conditions shall be subject to the Token Sale Procedures and Specifications attached hereto as Annex A (“Annex A”), which is hereby fully incorporated by reference into and is made a part of this Agreement. Annex B, which outlines the risks associated with the purchase of the Tokens (“**Risk Factors**”) is also hereby fully incorporated by reference into and made a part of this Terms and Conditions. Furthermore, the information about the business model and the underlying technology of Ashswap are available from the pitch deck provided by Ashswap, which can be found at the Link provided in Annex C. The most recent pitch deck (available for download, see Annex C) shall also constitute an integral part of this Terms and Conditions. The Purchaser of Ashswap in the Public Sale (“**Purchaser**”) agrees to these Terms and Conditions and to all integral parts of these Terms and Conditions.

By purchasing \$ASH during the Public Token Sale, you agree to this Terms and Conditions and to all integral part of these Terms and Conditions:

WHEREAS:

- I. Ashswap is developing a decentralized exchange, built on the Elrond blockchain, using the "stable-swap" formula invented by Curve Finance, which helps users to trade between stablecoins with less slippage and small fees given significantly less liquidity compared to normal DEXs using Constant Function Market Maker (CFMM). On Ashswap, the features users can use include but not limited to - Swap (Trading), Liquidity Provision, Yield Farming, Governance Staking, Stablecoin Minting, and later the DAO, in which ASH holders can participate in the governance of Ashswap, the governed metrics include but not limited to - fees, reward distribution, token listing, and development direction ("**Ecosystem**").
- II. Ashswap intends to generate the Ash Token ("**\$ASH**") that may have several functionalities within the Ecosystem and constitutes the network's governance token. The Token enables its holders to exercise access to the Ecosystem, serves as payment of the fees and will be used for staking to obtain voting rights in the DAO ("**Token Utility**");
- III. Furthermore there will be issued "representation Token" of \$ASH named LKASH Token ("**LKASH**"). LKASH shall represent the ASH token and can only be used interchangeably with the \$ASH in the case of adding/removing liquidity on Maiar Exchange or certain staking programs on Ashswap.
- IV. Purchased Token will be released to the purchaser at the Token Generation Event ("**TGE**"), in 50% \$ASH and the other 50% will be released as LKASH, which can be used for liquidity provision of the Maiar Exchange or certain staking programs on Ashswap. LKASH can be exchanged to \$ASH with 1:1 ratio after 3 months counted from the TGE.
- V. The number of Token sold in the Public Sale will be 70,000,000 (Seventy million).
- VI. Annex A disclosing details concerning the Tokens, Annex B disclosing the Risk Factors and Annex C disclosing the business model of Ashswap are integral parts of this Terms

and Conditions;

- VII. Purchase, ownership, receipt, or possession of the Tokens carries no rights, expressed or implied, other than the right to use the Tokens in connection with Token Utility. **You understand and accept that the Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Company and its corporate affiliates, including the governance of Company and any of its corporate affiliates, subject to limitations and conditions in these Terms.** The Tokens are not intended to be a digital currency, security, investment contract, commodity interest or underlying for a derivative transaction or a unit of an Alternative Investment Fund (“AIF”) or any financial instrument. Therefore, the existing financial market rules, in particular MIFID II, the EU Prospectus Ordinance EU 2017/1229 and the Liechtenstein Prospectus Implementation Act LGBl Nr. 2019.159 (EWR-WPPDG), do not apply. The Tokens also do not constitute e-money pursuant to Act on E-Money (“EGG”) and do not constitute a deposit within the meaning of the Liechtenstein Banking Act (“BankG”);
- VIII. The Tokens you buy are subject to the rules and regulations of the Liechtenstein Act on Tokens and Token Service providers (“TVTG”) LGBl 2019.301.

1. Scope of Terms

Unless otherwise stated herein, these Terms and Conditions govern only your purchase of the Tokens from us during the Public Token Sale. The Company will have no responsibility for the use of the Tokens after the Tokens are sold.

2. Eligibility

In order to be eligible to participate in the Token Sale, you must:

- a. Be a natural person at least 18 years of age;
- b. Comply with all the Terms and Conditions set forth in these Terms;
- c. Successfully complete the registration process (“Registration”), as described further in

Section 9 and Annex A;

- d. Have an ESDT-compatible wallet (**“Receiving Wallet”**) capable of receiving the \$ASH pursuant to these Terms and Conditions. If compatible, your Receiving Wallet may be the same wallet as your Purchaser Wallet.

3. The Ecosystem and the Tokens

The developed Ecosystem and Tokens are at an early stage. You acknowledge that there is a risk that the development of the Ecosystem and/or the creation of the Tokens may fail or be significantly hampered at any stage. Further you acknowledge to be aware of the stage of development of the Ecosystem and the risks associated with the purchase of Tokens, in particular but without limitation those outlined in Annex B of this Agreement.

The Ecosystem is initially developed by Ashswap or/and an affiliate of Ashswap or by partners of Ashswap, including technical service providers (**collectively the “Service Providers”**). Neither Ashswap nor the Service Providers will not necessarily maintain the Ecosystem and Ashswap and/or the Service Providers will not be responsible or liable for the Ecosystem or any third-party uses of the Ecosystem.

The purchase, ownership, receipt or possession of Tokens carries no rights, expressed or implied, other than the right to use Tokens as a means of voicing opinions and as access tool to the certain services offered by Ashswap in accordance with the then applicable terms of use. In particular, the Purchaser understands and agrees that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem, Ashswap, Service Providers or any of their affiliates, other than a right to be heard in Ecosystem soundings, subject to the applicable terms, conditions or policies that may be adopted in the Ecosystem from time to time. Ashswap may in its sole discretion attach further functionalities to the Tokens in the future which the Purchaser may or may not use.

4. Cancellation and Refunds; Rejected and Unsuccessful Purchase Attempts

Your purchase of the Tokens from the Company during the Token Sale is final, and there are no refunds or cancellations except as the Company may determine in its sole discretion or as may

be required by applicable law or regulation. The Company may determine, in its sole and absolute discretion, to issue a refund in certain circumstances, including without limitation, in the event your aggregate payment amount exceeds the available Token supply or any imposed purchase limit or is less than any imposed purchase minimum or you fail the AML transaction review. In the event of a refund, you will be charged a gas fee in connection with processing the refund, but the Company may in its sole discretion cover such gas fee.

The Company reserves the right to refuse or reject Token purchase attempts at any time in its sole and absolute discretion. You acknowledge and agree that any attempts to purchase the Tokens will be rejected if:

- a. cryptocurrency is sent to the Ashswap wallet sale address at any time before or after the Token Sale; or
- b. you transfer payment from a wallet other than the Purchaser wallet you connected or otherwise provided to us during Registration;
- c. if you transfer more than the maximum investment volume of USD 3,200 per person;
- d. If you are not qualified to purchase the Tokens under our KYC and AML Policies and requirements as defined by Ashswap or its Service Providers at their sole discretion.

Neither Ashswap nor the Service Providers are responsible for any unsuccessful attempt you may make to purchase the Tokens, regardless of cause.

5. Customer Due Diligence

If you are considered as consumer under the Liechtenstein Consumer Protection Act (LGBI 2002 No. 164) (“CPA”) or the Distance and Foreign Trade Act (LGBI 2015 No. 276) (“DFTA”), in addition note the following:

- a. This agreement represents a business of the company to create the conditions for the operation and is not a business in the sense of Art. 1, para 1 a) CPA. Further you have no general right of withdrawal according to Art. 4 CPA because you have initiated the contact with us to conclude this agreement and there has not been any contact or conversation between you and us prior to the purchase of the Tokens. Further by buying the Tokens

you and Company explicitly agree that your right for withdrawal because of error according to Art. 5 CPA is excluded for your particular purchase;

- b. Further you have no right for withdrawal according to Art. 12 and 19 DFTA because the Tokens you buy from us constitute a digital content and you consent that the Company may start delivery of the digital content before the withdrawal period has lapsed and you thereby waive lose your right of withdrawal;
- c. In order to be eligible to purchase Tokens, you understand to be obliged to undergo and successfully pass any customer due diligence process determined by Ashswap according to its and its financial service providers' interpretation of anti-money laundering requirements applicable to them and provide all data and Information requested by Ashswap ("**Customer Due Diligence**"). As part of the Customer Due Diligence Process Ashswap will, in particular but without limitation, request the Purchaser to provide information about their identity and the source of their wealth and/or funds. Additionally, if the Purchaser acts as trustee, agent, representative or nominee for another person ("**Beneficial Owner**");
- d. Ashswap will conduct the Customer Due Diligence either directly or via one or more external Service Providers. **The Customer herewith explicitly agrees to the processing of the Customer Due Diligence data by Ashswap and/or the external Service Providers used by Ashswap. In particular, you agree that your data may be passed to external Service Providers and may be processed and used by such Service Providers.**

6. Token Sale Procedures and Specifications

Essential information about the procedures and material specifications of the Token Sale is provided in Annex A. By purchasing the Tokens, you acknowledge that you have read and understand Annex A.

7. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing the Tokens, owning the Tokens, and using the Tokens, as disclosed, and explained in Annex B. **By purchasing Tokens, you expressly acknowledge and assume these risks.**

8. Waivers

The Purchaser hereby expressly declares in accordance with Art. 31 para 1 lit a) TVTG to waive the right to receive a Basic Information Document (so called “BID”) on the Token issue in accordance with the requirements under the TVTG. Therefore, Ashswap is not obliged to provide a BID. Further the Purchaser hereby declares that the Terms of Sale provide sufficient information on the Token Sale to make a founded decision.

9. Security

You will implement and be responsible for implementing reasonable measures for securing your purchaser wallet, receiving wallet and any other wallet or vault you use to hold the Tokens you purchase from us, including any requisite private keys or other credentials necessary to access such purchaser Wallet, receiving Wallet or other wallet or vault. Notwithstanding any other provision of these Terms, the Company or its Service Providers will not be responsible or liable for any damages, losses, costs, penalties, fines, or expenses arising out of or relating to

- a) your failure to implement reasonable measures to secure your purchaser wallet, receiving wallet or any other wallet or vault you use to hold Tokens or the relevant access credentials;
- b) the loss of, tampering with, circumventing or unauthorized use of any of the access credentials to your purchaser wallet, receiving wallet or any other wallet or vault you use to hold Tokens;
- c) any security breach affecting the security of your purchaser wallet, receiving wallet or any other wallet or vault you use to hold Tokens, or
- d) the loss of Tokens from your purchaser wallet, receiving wallet or any other wallet or vault you use to hold Tokens.

10. Registration and Privacy; Purchase Limits

Only natural persons located in eligible countries may apply for Registration whereas each person in any event only can conduct a maximum investment of USD 3,200.00.

Each Participant is obliged to successfully complete the registration process to get an approval in order to participate in the Public Sale of Ashswap. **Only persons that successfully passed the KYC/AML registration process are permitted to participate.**

For the registration process Ashswap will use a third-party service provider who will conduct the identifications and collect your personal data on behalf of Ashswap. Maiar Launchpad as a technical Service Provider will assist in the registration process of the Public Sale, collecting and compiling all data and prepare profiles in compliance with the Due Diligence Laws of Liechtenstein.

To complete Registration, you must (i) provide all registration information (**“Registration Information”**) requested through the Maiar Launchpad (ii) go through a whitelisting process of the respective wallet (iii) provide the required know-your-customer (**“KYC”**) and Know-Your-Transaction (**“KYT”**) information, (iv) provide details about your purchase as required to comply with any imposed purchase limit, and (v) receive a confirmation email that you have been approved to participate in the Public Token Sale.

Ashswap conducts necessary manual checks and reserves the right to approve or reject the Registration. Ashswap will not accept Purchasers which fall under the “High Risk” category as outlined in the KYC/AML Policy of Ashswap.

The Public Sale is conducted in the following proceeding: Each successfully registered participant receives a confirmation, that he is allowed to buy investor tickets. The number of tickets allocated to a participant is depending on the amount of EGLD paid and staked by the participant. The more EGLD Tokens a participant pays, the more investor tickets he receives. The fixed number of tickets will be drawn by lottery to the participants. If the investor ticket(s) you purchased win, you can claim the Tokens for the value of the winning investor ticket(s) by sending them to the smart contract in accordance with our instructions. If the investor ticket(s) you purchased do not win (which means you do not have a winner ticket), you get no Tokens and you have the right to claim your EGLD back.

IMPORANT NOTE: For technical and compliance reasons the EGLD may only be repaid to the wallet from which the participant made the repayment. A repayment to any other wallet is excluded.

The maximum value of investor tickets per investor will be USD 3,200.00 which equals 64 tickets (\$50 each). The investors shall pay in EGLD. The tickets have limited validity period and expire after a certain time.

The Company reserves the right to request additional registration information, and to deny or revoke approvals to purchase Tokens at our sole and absolute discretion. Based on our review of your registration information, the Company may also impose limits on the quantity of Tokens you may purchase in the Token Sale and the aggregate purchase price you may pay for your Tokens. Such purchase limits, if any, will be determined in our sole and absolute discretion and displayed to you during Registration. The Company may require you to provide additional registration information for purposes of complying with such purchase limits. For the avoidance of doubt, you consent to the sharing of registration information with us and the involved third Service Providers pursuant to these Terms and Conditions and the KYC/AML requirements applied by the Company.

11. Maia Launchpad and Onfido

The role of Maia Launchpad with respect to the Token Sale is limited to acting as a technology vendor to Ashswap assisting it with the following services: (a) facilitating from a technical perspective the collection, verification and sharing of Registration Information, including purchaser verification processes required by applicable law and (b) other technical services in connection with the Token Sale.

The role of Onfido with respect to the Token Sale is limited to conducting the identification of the participants of the Public Sale and collecting the KYC/AML information.

You acknowledge and agree that (i) Ashswap is the seller of Tokens in the Public Token Sale, (ii)

Maia Launchpad Privacy Policy and Terms of Use are applicable to your use of the Maia website, including the collection, use and sharing of Registration Information, (iii) we are not responsible or liable for the acts or omissions of the Maia Launchpad, and (iv) we are not responsible or liable for, and you hereby release the Company and its Service Providers from, any claims, losses, or other liabilities you may incur as a result of your use of the Maia Launchpad website, Maia services, including but not limited to, any claims, losses, or other liabilities in connection with registration information, but excluding, for the avoidance of doubt, any claims, losses or other liabilities arising in connection with the Public Token Sale.

12. Taxes

- a. The Purchase Price is exclusive of all taxes, levies, duties, or similar governmental assessments of any kind, including, for example, use or capital gains taxes imposed in any jurisdiction (**collectively, "Taxes"**). You are responsible for the payment of all the Taxes in connection with the purchase of the Purchased Tokens.
- b. Wherever applicable the purchase price also includes the statutory value added tax (**"VAT"**). If the purchase price was calculated without VAT, although Ashswap owes VAT, the VAT will be deducted from the purchase price. In this respect, the number of tokens owed by Ashswap is reduced and calculated based on the net amount.

13. Representations and Warranties

You represent and warrant that:

- a. You have legal capacity under the laws of any applicable jurisdiction;
- b. you have a sufficient technical understanding of cryptographic tokens (including Tokens and Cryptocurrency and Cryptoassets in general), Elrond-based protocols, distributed networks (including the Elrond Network), token storage mechanisms (including your purchaser wallet and receiving wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing Tokens;
- c. you have read and understand these Terms and Conditions (including all Annexes which

form an integral part) and have sufficient capacities of understanding the English language to understand the content of these Terms and Conditions;

- d. you have obtained sufficient information about the Tokens to make an informed decision to complete your purchase;
- e. you understand, acknowledge, and assume the restrictions and risks associated with the purchase, holding and use of Tokens as set forth herein, including, but not limited to, the risks explained and disclosed in Annex B;
- f. you understand that the Tokens are intended to be used only in connection with Token Utility, and confer no rights of any form with respect to Company or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- g. you are purchasing Tokens solely for personal or internal business use in connection with Token Utility and are not purchasing Tokens for any other purposes, including, but not limited to, any resale, investment, speculative or other financial purposes;
- h. you understand and acknowledge that these Terms shall not be construed as the offer or sale of any securities or financial instruments of any kind as defined by MIFID II, and you understand and acknowledge that no actions of, or documentation issued by Company, shall be construed as such;
- i. You understand that the Company is not registered with or licensed by any financial regulatory authority in Liechtenstein or elsewhere. Accordingly, no financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing Tokens, nor have these Terms been filed with, or reviewed by any financial regulatory authority;
- j. you have obtained sufficient information about the Tokens, the Services & the Ecosystem to make an informed decision to purchase the Token;
- k. all registration information you have provided is complete and accurate;
- l. you satisfy the eligibility requirements set forth in Section 2;
- m. your purchase of Tokens complies with applicable laws and regulations in your jurisdiction,

including, but not limited to (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Tokens, using Tokens, and entering into contracts with us; (ii) any foreign exchange or regulatory or import/export restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

- n. that you are not (i) a citizen or resident of a geographic area in which purchase, holding or use of Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S., EU, OECD or other applicable sanctions or embargoes, or; (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists, in particular the EU or OECD-sanction lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company and cease using the Tokens. You agree that you will not knowingly sell or otherwise transfer Tokens to a party subject to U.S. or other applicable sanctions, in particular the EU or OECD sanctions list;
- o. you are not resident or domiciled in any jurisdiction excluded by Ashswap in the KYC process, in particular the following countries, in particular not: Afghanistan, Albania, Barbados, Belarus, Burkina Faso, Burundi, Cambodia, Cameroon, Cayman Islands, Central African Republic, Chad, Chile, Colombia, Congo (the Democratic Republic of the), Egypt, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Kenya, Korea (the Democratic People's Republic of), Lebanon, Libya, Mali, Morocco, Mozambique, Myanmar, Nicaragua, Niger, Nigeria, Pakistan, Panama, Philippines, Russian Federation, Senegal, Somalia, South Sudan, Sudan, Syrian Arab Republic, Trinidad and Tobago, Tunisia, Uganda, Ukraine, United Arab Emirates, United States of America, Vanuatu, Venezuela, Yemen, Zimbabwe (**collectively, the "Restricted Jurisdictions"**), or purchasing Tokens from a location in a Restricted Jurisdiction;
- p. you acknowledge that in addition to having completed the requirements for eligibility in Section 2 the funds and the wallet you use for purchasing the tokens will be subject to a thorough chain analysis for reasons of prevention of terrorist financing and money

laundering in an automated process and you may be blocked from purchasing in case of a negative result (AML transaction review). In case of such negative result any funds transferred will be returned to you and you will not be able to conduct a purchase even if you successfully completed the requirements for eligibility in Section 2. We will endeavor to refund your purchase in the same currency it was sent in promptly upon a negative result being received via the chain analysis. Any such risk of currency fluctuation and value change during the interim period of review is borne by you as the Purchaser. You understand that to reduce the risk of a transaction to be rejected it is useful for you to run an own chain analysis on your wallet and the funds held in the wallet and to ensure that no negative result occurs. However, any chain analysis conducted before participating in the Public Sale does neither guarantee nor ensure that no negative result occurs when executing the payment for the purchase;

- q. You will not use Tokens or the Ashswap Ecosystem in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, transactions that violate Liechtenstein law, EU MIFID II financial market laws, or U.S. federal or state securities or commodity laws;
- r. you will maintain sole and continuous control of your purchaser wallet and receiving wallet until the Tokens are delivered to your receiving wallet, and you will not share or disclose the account credentials associated with your purchaser wallet and receiving wallet with any other party and will not function as a proxy for any other person;
- s. you will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens; and
- t. You understand and acknowledge that Company has solely the obligation to notify the token issue with the Financial Market Authority ("FMA") pursuant to the law on Token and Token Service providers (TVTG) of 2 December 2019 (LGBI 2019/301) and will notify the FMA of the token issue. You understand and acknowledge that the Company however is not required to register and has not registered with the FMA as service provider under the TVTG . You understand that these terms have not been filed with or approved by the Liechtenstein Financial Market Authority during the licensing process under the TVTG.

14. Indemnification

- a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company, the Service Providers and our/their 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 (collectively, the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses (including attorneys’ fees) (collectively, “Claims”) that arise from or relate to (i) your purchase or use of Tokens; (ii) your responsibilities or obligations under these Terms; (iii) any breach by you of these Terms; or (iv) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity.
- b. You agree to promptly notify the Company of any third-party Claims, cooperate with Company in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). The Company reserves the right to exercise control over the defense or settlement, at your expense, of any Claim subject to indemnification under Section 14.a, at Company’s sole option. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

15. Disclaimers

- a. To the fullest extent permitted by applicable law and except as otherwise specified in a writing by us, Tokens are sold on an “as is” and “as available” basis without warranties of any kind, and we expressly disclaim all implied warranties as to the Tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- b. We do not represent or warrant that the Tokens are dependable, current, or error-free, meet your requirements, or that defects in the Tokens will be corrected.
- c. We cannot and do not represent or warrant that the Tokens or the Delivery mechanism for the Tokens are free of viruses or other harmful components.

- d. There are jurisdictions which do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 15 may not apply to you.

16. Limitation of Liability

- a. In case of claims that are based on intent or gross negligence on Ashswap's part or its legal representatives, Ashswap is liable according to the provisions of applicable law.
- b. In other cases – unless otherwise stipulated in Clause 16.d – Ashswap and its Service Providers shall be liable only in the event of gross breach of principal contractual duties, for predictable, typically occurring damages. A principal contractual obligation is an obligation the fulfilment of which is essential for proper execution of the contract, the breach of which jeopardizes reaching the contractual object and on observance of which the other party to the contract may duly rely.
- c. The limitations pursuant to the preceding Clauses 16.a. and 16.b. also apply to the Ashswap's and Service Providers' legal representatives and assistants if claims are asserted directly against them.
- d. The limitations pursuant to the preceding Clauses 16.a. and 16.b. do not apply as far as Ashswap fraudulently concealed a defect for the quality of the Tokens.
- e. In all other cases, Ashswap's and its Service Providers' liability is excluded.
- f. The overall liability for damages and lost profit in any event is limited to and does not exceed the Purchase Amount.

17. Use of Data

Ashswap collects and stores the Purchaser's data necessary for the implementation of this Agreement via its service providers Maiar Launchpad and Onfido. When processing personal data, Ashswap and its Service Providers complies with the applicable statutory provisions.

All data of the participants collected for the registration of the respective Public Sale will be stored and used for future projects. The Purchaser gives the irrevocable consent to use and process the personal data and in particular forward it to affiliated companies or third party-service providers.

You understand and agree that your data are transferred to third party Service Providers and used and processed by them.

18. Disruption Event

In the event of a Disruption Event (as defined below), we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will announce the resumption at least four hours in advance. If we suspend the Token Sale for a period of time **(the “Suspension Period”)** pursuant to this Section 18, we will determine in our sole discretion whether to (i) nevertheless end the Token Sale or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “Disruption Event” means (i) any event or occurrence that causes a disruption in the functionality of the Elrond blockchain, and such disruption has an adverse effect on the processing time for Elrond blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, or (iii) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

19. Modification of Terms

The Company reserves the right to modify these Terms if the Company believes that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If the Company make changes, we will post the amended Terms and Conditions on Ashswap’s website (<https://ashswap.io>) and update the “Last Updated” date above. The Company may also provide notice to you via email to the email address you provide during Registration. The amended Terms and Conditions shall be effective immediately, and your continued participation in the Token Sale, or continued use or holding of Tokens you purchase in

the Token Sale, as applicable, shall constitute your acceptance of the modified Terms and Conditions.

20. Miscellaneous

- a. These Terms constitute the entire agreement between you and the Company relating to your purchase of Tokens from us. The Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The Company will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. The Company may assign its rights and obligations under these Terms. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and the Company. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Company provide to you, including these Terms, may be provided in electronic form.
- b. In case one or more of the provisions contained in this Agreement including its Annexes shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement including its Annexes or the Agreement including its Annexes as a whole. The invalid, illegal or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that in legal and economic terms comes closest to what the Parties would have intended if they had been aware of the invalidity, illegality, or unenforceability of such provision.

21. Governing Law

- a. This Agreement shall be governed by the laws of the Principality of Liechtenstein without giving effect to the principles of conflict of laws thereof. If any provision of this Agreement is held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

- b. The Purchaser irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the Princely Liechtenstein District Court and any appellate court from any such court, solely for the purpose of any action, suit or proceeding brought to enforce its obligations under this Agreement or relating in any way to the Agreement or the Transaction, (ii) agrees that venue shall lie exclusively in such courts, and (iii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

ANNEX A

Token Sale Procedures and Specifications

1. Total Number of \$ASH to be sold

Ashswap AG, a company incorporated under the laws of the Principality of Liechtenstein with its registered address at Werdenbergerweg 11, 9490 Vaduz c/o SIGNA CONSULTING TREUUNTERNEHMEN expects to sell up to 70,000,000 Tokens in the Public Token Sale (“**Offered Tokens**”) as the final number on the first day of the Public Token Sale.

2. Commencement and Duration of Token Sale

The KYC process for the Public Token Sale will start on 10.10.2022 (the “**Commencement Date**”), and the Public Token Sale will end upon the earliest to occur of when Demand equals the number of Offered Tokens (the “**End Date**”).

The Public Token Sale will be open only to purchasers who have completed registration and have received successful investor tickets which can be used for the purchase of Tokens. The Company may alter the Commencement Date and/or the End Date in its sole discretion. The Company may also cancel the Public Token Sale and refund purchase amounts at any time before the Tokens are delivered.

3. Token Price

Each payment received in the Token Sale is valued in U.S. dollars but payable in EGLD before you make a payment for Tokens.

In the Public Sale 70,000,000 Tokens shall be sold at a fixed price of USD 0.04 per Token and thus an amount of USD 2.8 Mio. shall be raised.

The Token Sale will be conducted in a proceeding in which each investor that has passed the KYC registration will be allocated a certain number of investor tickets to participate in the Public Sale. Once the tickets win, the investor will be able to use them to claim a certain number of \$ASH for the fixed price. **Please note, that if you win, the Tokens must be claimed by you, and they are not delivered automatically within a certain timeframe. If you did not win (have a non-winning ticket) you must claim back your EGLD.**

4. Procedures for Purchasing and Receiving Tokens in the Token Sale

Before purchasing Tokens in the Token Sale, you will be required to successfully pass the KYC/AML registration process and to also review, agree to, and comply with these Terms and Conditions.

Each Participant is only allowed to make token purchases in the amount of max. USD 3,200.00.

Every Participant is required to successfully complete the registration process and get an approval in order to participate in the Public Sale of Ashswap. Only natural persons may apply for registration and participation in the Public Sale.

Within the registration all prospective Purchasers, irrespective of the intended purchase amount are required to complete a mandatory ID verification process.

During the Token Sale, the Ashswap wallet address will only accept Cryptocurrency from purchaser wallets with adequate Cryptocurrency balances belonging to persons who have completed registration. Cryptocurrency must be sent to the Ashswap wallet address during the Token Sale in order to purchase investor ticket(s). Sending Cryptocurrency to any other address may result in a loss of Cryptocurrency. Attempted transactions to purchase Tokens will be rejected if (i) Cryptocurrency is sent to the Ashswap Wallet Address at any time before or after the Token Sale or (ii) you transfer payment from a wallet other than the purchaser wallet you connected or otherwise provided to us during Registration. You acknowledge and agree that you are responsible for any gas incurred to send Cryptocurrency to us.

Important Note: For technical and compliance reason the repayment of EGLD can only be made to the same wallets from which the EGLD was initially transferred from.

If you lose access to your receiving wallet, you will lose access to your Tokens.

5. Use of Proceeds from Token Sale

Because the Tokens are being sold solely for the Token Utility that Company has already developed and is making available at the time of sale, as noted above in Annex A, there are no restrictions on how Company may use the proceeds of the Token Sale.

ANNEX B

Certain Risks Relating to Purchase, Sale, and Use of the Tokens

You should consider carefully the risks described below, among others, together with all of the other information contained in this document and the Company's Pitch deck before participating in this Public Sale. The following discussion is not an exhaustive list of the risks associated with the purchase of Tokens and does not necessarily reflect the relative importance of the various risks.

Important Note: As noted elsewhere in these Terms, the Tokens are not being designed or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Annex B is intended to form the basis for any decision to purchase Tokens, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Annex B, (ii) any error, omission, or inaccuracy in any such information or (iii) any action resulting from such information.

This Annex B contains a list of the risks Ashswap is aware of in connection with the purchase, holding and use of Tokens. Please note that further unknown and unforeseeable risks cannot be ruled out. Risks and uncertainties that are currently unknown to Ashswap could have a material adverse effect on Ashswap's envisaged business model and business operations as well as on the Token and have a detrimental effect on Ashswap. Ashswap does not accept any liability for damages caused by any risks, which stated out below or are unknown to Ashswap or could not have been justifiably foreseen by Ashswap.

The Purchaser should carefully read and consider the following risk factors. The occurrence of individual or the cumulative interaction of various risk factors may have significant adverse effects on the envisaged business model, business operations and Tokens. The Purchaser is aware of the early and dynamic nature of blockchain technology, and the risk of failure created by this.

The following presentation of risk factors does not replace the necessary expert advice by a suitable advisor of the Purchaser's choice. The order in which the following risks are listed does not indicate the probability of their occurrence and/or the extent of the potential (economic) effects. At the same time, the selection and content of the risk factors are based on assumptions that could subsequently prove to be incorrect.

BY PURCHASING, HOLDING AND USING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISK FACTORS:

A. Successful deployment of the Ecosystem

Ashswap is committed to the successful implementation of the Ecosystem. However, there is a risk that Ashswap is unable to successfully deploy the Ecosystem and create the Tokens for financial, technical, regulatory or other reasons. The project is still at an early

stage and its completion may be prevented by a number of factors such as lack of funding or, if implemented, for lack of success.

B. Key Personnel

There is a risk that key team members of Ashswap, whose knowledge and experience are essential to a successful development and deployment of the Ecosystem, leave Ashswap thereby compromising the success of the project.

C. Regulatory risk

The national and international legal and regulatory framework applying to blockchain and distributed ledger technology in general as well as to related applications is not yet completely determined and remains subject to change. Therefore, it is possible that the interpretation and application of existing laws and regulations may be construed, amended or adapted in a way, which may affect Ashswap's business model and/or the contract concluded with the Purchaser.

Blockchain and distributed ledger technology and related applications could also be the subject of legislative initiatives at national and international level, like e.g. the current proposal of a Market in Crypto Assets regulation by the European Commission. Changes to the legal or regulatory framework, such as the extension of licensing, prospectus and other obligations as well as prohibitions, could adversely affect the intended business model. This includes in particular the risk that the Tokens cannot be used or can no longer be used for its intended purpose due to changes in the legal or regulatory framework and may become unusable under certain circumstances.

Further, participation in the Token sale by persons prohibited or restricted in participating in the sale of the Token cannot effectively be prevented by Ashswap applying reasonable measures. This creates a potential risk of claims against Ashswap. There is a risk that in some jurisdictions the Tokens may be considered as illegal or regulated by special legislation or that in the future the Tokens are considered as illegal or subject to the regulation of special legislation. Ashswap does not guarantee that the Tokens are legal in all jurisdictions. The Purchaser solely bears all legal or financial consequences if the Tokens are considered a security or deemed illegal in the Purchaser's respective jurisdiction. The Purchaser is obliged to verify whether the acquisition and disposal of the Tokens is legal in their jurisdiction, and by accepting the provisions of this Agreement, the Purchaser agrees not to use the Tokens in case their use is considered not legal. Ownership of cryptographic tokens (and exchanging them for other cryptographic tokens) and Blockchain technology are carefully studied by regulators around the world; this may lead to any unpredictable consequences including but not limited to restrictions on use or ownership of digital tokens, such as the Tokens, which may impede or restrict existence, acceptability or value of such tokens.

Additional, changes in the legal treatment of the Tokens could adversely affect the envisaged business model for the Ecosystem, therefore making it unviable.

Ashswap refers to the warnings issued by financial regulators regarding the acquisition of tokens. In particular, Ashswap refers to the warnings published by the Liechtenstein Financial Market Authority (“**FMA**”) and the European Securities and Markets Authority (“**ESMA**”).

D. Tax risks

You must seek your own tax advice and evaluate tax consequences in connection with purchasing, holding, using and selling the Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

E. Understanding of the Tokens

Participation in the Token Sale requires that you have sufficient understanding of the Token and Token Utility and the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens in general, token storage mechanisms (such as token wallets), blockchain and distributed ledger technology, and blockchain-based and decentralized software systems to understand these Terms and to appreciate the risks and implications relating to the Tokens. No promises of future performance or value are or will be made with respect to the Tokens, including no promise of inherent value, no promise of payments, and no guarantee that the Tokens will hold any particular value.

F. Risks Associated with blockchain technology

a. Smart contracts

There is a risk that any smart contract used for the distribution of the Tokens contains security gaps, errors or dysfunctionalities which may adversely affect the distribution and use of the Tokens.

b. Private keys, Transfer of Tokens and smart contract control

A wallet and the tokens it contains can only be accessed using the private key assigned to the wallet or a respective smart contract controlling the wallet. You are responsible for safeguarding and maintaining your wallet, private keys, any Token, Cryptocurrency or digital asset associated therewith, as well as for the protection of the private key and the wallet against unauthorized access by third parties. Loss of the private keys can lead to irretrievable loss of the Tokens. Ashswap recommends seeking professional advice on the safe management of private keys. Further, Tokens are typically transferred digitally, through electronic media not controlled or regulated by any entity. To the extent a Token is transferred erroneously to the wrong destination, you may be unable to recover the Tokens as Token transactions are irrevocable.

c. Elrond Blockchain

The Tokens are based on Elrond Blockchain. Thus, a malfunction, unintended function, or unforeseen operation of the Elrond Blockchain may cause the Tokens to become

defective or function unexpectedly or unintentionally. More information about Elrond can be found at www.elrond.com.

d. Risks of Theft and Hacking

Hackers or other groups or organizations may attempt to interfere with the Purchaser's wallets, the Ecosystem or the Tokens in variety of ways, including but not limited to denial-of-service attacks, Sybil attacks, spoofing, smurfing, malicious attacks or consensus-based attacks, which may result, e.g., that the Tokens being stolen or inaccessible without change of recovery. Blockchains are exposed to mining attacks which may put the smart contract at risk. An attack or a breach of security could result in a loss of private keys, data or Tokens, unauthorized transactions, an interruption of the Elrond Blockchain or Ashswap Ecosystem for an extended period of time, violation of applicable privacy and other laws, and legal and financial exposure. There can be no assurance that the security measures will be effective.

e. Risk of Uninsured Losses.

The Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of Tokens or loss of utility value, there is no public insurer, or private insurance arranged by us, to offer recourse to you.

f. Risk of Security Vulnerabilities in the Source Code of the Tokens or any Associated Software and / or Infrastructure

The Ashswap Ecosystem is at an early stage that interacts with the Elrond Protocol. The Elrond Protocol is a new technology and there can be no assurance that such technology will be free of viruses, bugs or other harmful components or operate as intended. There is a risk that the Tokens may unintentionally contain flaws or bugs in its source code that affect the use of Tokens or cause the loss of a Token.

g. Risks Associated with Markets for the Tokens.

The Tokens are intended to be used solely in connection with Token Utility, and the Company does not support or otherwise facilitate any secondary trading or external valuation of the Tokens. This restricts the contemplated avenues for using the Tokens and could therefore create illiquidity risk with respect to the Tokens you hold. Even if secondary trading of the Token is facilitated by third party exchanges, such exchanges may be new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to the Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. It is also possible that no secondary markets ever develop for the Tokens.

h. Validator Risks

If you use the services of a validator, you will have to consent to the terms of service of such validator. You may be exposed to the risks inherent in the validator's services, applications and processes. Such risks include, without limitation, delays in or inability to

access Tokens that are locked in smart contracts, extended delegation periods, penalties imposed by validators or the network protocol (for example, slashing of Tokens), any of which may be caused by communication failures, unavailability of the third-party network, software bugs or errors in their application, the network protocol, validator policy, behaviour or downtime, or any other reason.

i. Slashing

Certain events may cause your Tokens to be subject to a “slashing penalty,” non-payment of staking rewards or other measures. Such measures may be imposed as a result of your acts or omissions, the acts of a hacker or other malicious actor or a force majeure event.

j. Unanticipated Risks.

Cryptographic blockchain tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Annex B, there are other risks associated with your purchase, holding and use of the Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex B.

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ANNEX C

Link to pitch deck of Ashswap AG

<https://ashswap.docsend.com/view/dh8wyd6k5fg9j2w2>