

## **TERMS AND CONDITIONS FOR THE SWAPSICLE FOUNDATION TOKENS**

### **GENERAL NOTICE TO PARTICIPANTS**

THIS AGREEMENT IS CONDUCTED UNDER THE LAWS OF THE UNITED KINGDOM FOR THE SALE OF SWAPSICLE TOKENS (THE "TOKENS") BY THE SWAPSICLE GROUP (AS DEFINED BELOW).

NO REGULATOR HAS AUTHORISED OR APPROVED THIS AGREEMENT OR DEALING IN THE TOKENS NOR REDEEMED TOKENS. PARTICIPATING IN THIS AGREEMENT WILL EXPOSE YOU TO RISK, INCLUDING THE RISK OF LOSING ALL OF THE MONEY YOU PAY TO PARTICIPATE IN THIS AGREEMENT. IF YOU HAVE NOT PARTICIPATED IN AN AGREEMENT TO ACQUIRE CRYPTOASSETS BEFORE, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE BEFORE PARTICIPATING IN THIS AGREEMENT.

YOU MAY ONLY PARTICIPATE IN THIS AGREEMENT IF YOU ARE LEGALLY PERMITTED AT ALL TIMES TO PARTICIPATE IN THIS AGREEMENT AND TO DEAL IN THE TOKENS AND REDEEMED TOKENS IN YOUR AND ANY OTHER RELEVANT JURISDICTION, AND AT ALL TIMES THERE IS NO OTHER LEGAL REASON TO PREVENT YOU FROM PARTICIPATING IN THIS AGREEMENT AND / OR DEALING IN TOKENS OR REDEEMED TOKENS. THE SWAPSICLE GROUP HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION THAT YOU WILL BE ABLE TO GENERATE A RETURN ON YOUR PURCHASE OF TOKENS OR, AND YOU SHOULD NOT EXPECT A RETURN OR A REFUND FROM THE SWAPSICLE GROUP IN RELATION TO YOUR PARTICIPATION IN THIS AGREEMENT AND / OR YOUR ACQUISITION OF TOKENS OR REDEEMED TOKENS.

### **NOTICE TO PARTICIPANTS IN THE UNITED KINGDOM**

IN THE UNITED KINGDOM, THE FINANCIAL CONDUCT AUTHORITY ("FCA") HAS NOT AUTHORISED AND HAS NOT APPROVED THIS AGREEMENT, NOR HAS THE FCA APPROVED OR AUTHORISED THE OFFERING OF TOKENS NOR REDEEMED TOKENS. THE FINANCIAL OMBUDSMAN SERVICE AND THE FINANCIAL SERVICES COMPENSATION SCHEME DO NOT APPLY TO OR HAVE JURISDICTION OVER OUR ACTIVITIES IN RELATION TO PROVIDING TOKENS UNDER THIS AGREEMENT.

PARTICIPATING IN AN AGREEMENT IS A HIGH RISK ACTIVITY, AND THE FOLLOWING RISKS HAVE BEEN HIGHLIGHTED BY THE FCA IN THE CONTEXT OF TOKEN OFFERINGS: MOST OFFERINGS ARE NOT REGULATED BY THE FCA; THERE IS NO REGULATORY INVESTOR PROTECTION FOR PARTICIPANTS IN AN OFFERING; THE VALUE OF A TOKEN MAY BE EXTREMELY VOLATILE; THERE IS POTENTIAL FOR FRAUD; THERE IS NO REGULATED PROSPECTUS FOR AN AGREEMENT AND THE AGREEMENT WHITE PAPER MIGHT BE UNBALANCED, INCOMPLETE AND MISLEADING; AND TYPICALLY AGREEMENT PROJECTS ARE IN A VERY EARLY STAGE OF DEVELOPMENT AND THEIR BUSINESS MODELS ARE EXPERIMENTAL. WE WOULD DRAW YOUR ATTENTION TO THE FCA'S WARNING TO CONSUMERS OF THE FACT MOST TOKEN OFFERINGS ARE NOT REGULATED BY THE FCA, AND SETTING OUT SOME OF THE CONSEQUENTIAL RISKS: [HTTPS://WWW.FCA.ORG.UK/NEWS/STATEMENTS/INITIAL-COIN-OFFERINGS](https://www.fca.org.uk/news/statements/initial-coin-offerings).

### **AGREEMENT FOR THE SALE OF TOKENS, A PRODUCT OF THE SWAPSICLE GROUP**

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE INCLUDE WAIVERS AND LIMITATIONS OF RIGHTS AND LIABILITY IN CONNECTION WITH PARTICIPATING IN THIS AGREEMENT AND DEALING IN TOKENS AND REDEEMED**

**TOKENS. THE INFORMATION CONTAINED IN THE WHITEPAPER IS DESCRIPTIVE ONLY, IS NOT BINDING AND DOES NOT FORM PART OF THE TERMS OF THIS AGREEMENT.**

**IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT PARTICIPATE IN THIS AGREEMENT, NOR MAY YOU DEAL IN TOKENS NOR REDEEMED TOKENS. BY DEALING IN TOKENS OR REDEEMED TOKENS YOU ACKNOWLEDGE THAT YOU HAVE READ CAREFULLY AND ACCEPT THE TERMS OF THIS AGREEMENT, INCLUDING THE SCHEDULES TO THIS AGREEMENT WHICH FORM PART OF THIS AGREEMENT.**

**BY ACQUIRING TOKENS THAT YOU ACCEPT THE TERMS OF THIS AGREEMENT (INCLUDING ALL SCHEDULES) AND THAT YOU AGREE TO COMPLY WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACQUIRE TOKENS.**

**YOU SHOULD DEAL IN TOKENS AND REDEEMED TOKENS ONLY IF YOU CAN AFFORD TO LOSE ALL OF YOUR INVESTMENT.**

## **INTRODUCTION**

This Agreement, together with any documents and policies referred to in this Agreement (the **"Agreement"**) sets out the agreement between you and the Swapsicle Foundation (**"Swapsicle"**, **"we"**, **"us"**, **"our"**) in relation to our sale to you of the Tokens.

If you have any questions concerning this Agreement please contact [tom@swapsicle.io](mailto:tom@swapsicle.io). We recommend that you print a copy of this Agreement for future reference.

## **YOU AND WE AGREE AS FOLLOWS:**

## **INTERPRETATION**

0.1. In this Agreement the following words and expressions have the following meanings unless inconsistent with the context:

<b>"Applicable Law(s)"</b>	means all laws, statutes, regulatory rules and regulations that apply to a Party in connection with this Agreement from time to time;
<b>"Company Parties"</b>	means (i) the Swapsicle Group, and (ii) and all past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns of any person within the Swapsicle Group;
<b>"Confidential Information"</b>	means all non-public information in respect of the business, affairs or activities of the Company Parties including the terms of this Agreement;
<b>"Party", "Parties"</b>	you and us as the parties to this Agreement;

<b>"Swapsicle Group"</b>	means the Company as well as any parent entity and holding company of the Company and any subsidiary of such a parent entity and holding company.
<b>"Swapsicle Platform"</b>	means the platform to be developed by Swapsicle Group and in relation to which the Tokens can be used;
<b>"Tokens"</b>	means the Swapsicle Tokens to be provided to you, as further described at Schedule 1;
<b>"Redeemed Token", "Redeemed Tokens"</b>	means the cryptoassets, as further described at Schedule 1, to be provided to you on redemption of the Tokens;
<b>"Token Release"</b>	has the meaning set out at Clause 2.4;
<b>"Virus"</b>	means any viruses, bugs, vulnerabilities, glitches, weaknesses, spyware, malware, adware or other harmful or deleterious programs, material, code and / or software;
<b>"Website"</b>	means swapsicle.io; and
<b>"Whitepaper"</b>	means the document linked under 'WhitePaper' on swapsicle.io.
0.2.	In this Agreement, unless the context otherwise requires: references to this Agreement shall include Recitals and Schedules to it and references to Clauses, Sub-clauses and Schedules are to Clauses of, Sub-clauses of, and Schedules to, this Agreement; the singular includes the plural and vice versa; "person" denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument, laws or regulations shall be references to such directive, statute, statutory instrument, laws or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.
0.3.	Headings are for convenience only and have no bearing on the interpretation of this Agreement.
0.4.	Any phrase introduced by the term <b>"include", "includes", "including", "in particular"</b> or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

- 0.5. References to “**dealing in**” or “**deal in**” are references to any participation in cryptoassets including staking, buying, acquiring, accepting, holding, selling, disposing of and / or otherwise making use of cryptoassets.

## 2. **TOKEN AND REDEEMED TOKENS FEATURES AND LOCK-UP**

- 0.6. Subject to the Risks set out in Schedule 2, we will use reasonable endeavours to ensure that an entity within the Swapsicle Group will issue you with Tokens having the rights and features described in Schedule 1 of this Agreement, and that they can be converted to the Redeemed Tokens as described in Schedule 1 of this Agreement. We do not accept any obligation to ensure that the Tokens or Redeemed Tokens have any other right or interest. The entity which provides you with Redeemed Tokens may be a different entity within the Swapsicle Group than the Company.
- 0.7. Holding Tokens or Redeemed Tokens does not give you any right to influence the governance of the Swapsicle Group, the running of the Company’s business, nor the Swapsicle Platform.
- 0.8. The Swapsicle Group is currently in the process of setting up the Swapsicle Platform on which the Redeemed Tokens can be used. The Swapsicle Group will allow you to convert your Tokens into Redeemed Tokens only after having (i) obtained any licence that is believed to be required prior to launching the Swapsicle Platform and issuing the Redeemed Tokens; and (ii) developed the Swapsicle Platform to the point at which it can accept Redeemed Tokens. You will not be able to access Redeemed Tokens until these have been completed.
- 0.9. The Swapsicle Group will update you as to when you can convert your Tokens to Redeemed Tokens, using the contact details you have provided to us, and ask you to confirm whether you wish to obtain the Redeemed Tokens (the “**Token Release**”). We will also update you in the Token Release as to which entity within the Swapsicle Group will issue your Redeemed Tokens (see also Clause 17). **In the event that you do not respond to the Token Release within six months of us sending it to your contact details provided to us, you will be determined to have elected not to convert your Tokens into Redeemed Tokens, and so we shall have no obligation to send you Redeemed Tokens.** It is therefore vital that you keep your contact details with us up to date and monitor for communications from us, on which please see Clause 15.
- 0.10. As a pre-condition of receiving Tokens and Redeemed Tokens, you accept that you may have to supply the Swapsicle Group with such further information, documentation or copy documentation that the Swapsicle Group may require for this purpose, and if you fail to provide the Swapsicle Group with this documentation you may not be able to receive Tokens or Redeemed Tokens. This includes providing the Swapsicle Group with whatever information the Swapsicle Group may request for the purposes of satisfying the Swapsicle Group’s own regulatory and compliance obligations, such as, but not limited to, money laundering checks, identity verification checks, prevention of terrorist financing checks and KYC checks. You accept that your right to Tokens and Redeemed Tokens may be restricted by the Swapsicle Group in order to comply with Applicable Law. The Swapsicle Group does not accept any liability as a result of any action or inaction the Swapsicle Group takes in accordance with its rights under this Clause 2.5.

## 2. **THE LEGAL NATURE OF THE TOKENS AND THIS AGREEMENT**

- 1.1. No step has been taken to authorize this Agreement, Tokens nor Redeemed Tokens in any jurisdiction. None of this Agreement, the Tokens nor the Redeemed Tokens, nor any

information or publicity in relation to these, is intended to be provided to any person in any jurisdiction or territory where this activity would require a registration, approval or any other similar obligation to be completed.

- 1.2. By accepting or dealing in Tokens or Redeemed Tokens, you confirm that you are able to participate in this Agreement and deal in the Tokens and Redeemed Tokens under Applicable Law. **It is your responsibility to take advice from local legal, tax and other advisers to ensure that your participation in this Agreement and dealing in Tokens does not constitute a breach of Applicable Law as applicable to you. If you have any doubt about this, you confirm that you have obtained appropriate legal advice to confirm that it is the case.**

### 3. COMPANY REPRESENTATIONS

- 0.11. The Company represents that:

- 0.11.1. it is duly established and validly existing under the laws of Saint Kitts and Nevis.
- 0.11.2. it has the appropriate authority and full power to enter into this Agreement and to perform its obligations as contemplated by this Agreement.

### 4. CONDITIONS FOR PARTICIPATING IN THE AGREEMENT

- 0.12. Notwithstanding anything else in this Clause 5, we reserve the right not to accept your participation in this Agreement as well as not to allocate Tokens and / or Redeemed Tokens to you if to do so may involve us or you in a breach of Applicable Law.
- 0.13. You may not participate in this Agreement if you are a citizen of any country that prohibits investment in Tokens, Redeemed Tokens or Agreements, and/or a person or entity resident in such a country.
- 0.14. Both in participating in this Agreement and in holding or otherwise dealing in Tokens or Redeemed Tokens, you acknowledge and accept that:
- 0.14.1. you will pay the Token price using the procedure set out on the [presale.swapsicle.io](https://presale.swapsicle.io) website.
- 0.14.2. other than as set forth in this Agreement, you are not relying upon any other representation or warranty by the Company Parties or any other person, written or otherwise, in determining whether to participate in this Agreement and deal in Tokens or Redeemed Tokens.
- 0.14.3. this Agreement, the Tokens and Redeemed Tokens are subject to the risks associated with this activity, including those set out at Schedule 2, and you expressly acknowledge and assume these risks, and the Company Parties are not liable should they materialize.
- 0.14.4. the Swapsicle Group has not made and does not make any representations that you will be able to generate a return on your purchase of Tokens and Redeemed Tokens, and you should not expect a return or a refund from the Swapsicle Group in relation to your purchase of Tokens and Redeemed Tokens.

- 0.14.5. whilst the Swapsicle Group will use reasonable endeavours to ensure that the Tokens and Redeemed Tokens match their description as set out in this Agreement, the Tokens and Redeemed Tokens are subject to change, modification, amendment, alteration or supplement at any time (at the Swapsicle Group's sole discretion, so long as the Swapsicle Group acts in good faith).
- 0.14.6. whichever entity within the Swapsicle Group takes responsibility for issuing the Redeemed Tokens, which entity may or may not be in the St Kitts and Nevis jurisdiction, that entity will only do so once the relevant licenses are in place.
- 0.14.7. in order to comply with Applicable Law, there may be further checks carried out on you as a condition of the Tokens and Redeemed Tokens being issued to you, and in agreeing to this Agreement you accept that your receipt of Tokens and Redeemed Tokens are both subject to this condition.
- 0.14.8. you understand that this Agreement, the Tokens and Redeemed Tokens are not being sold as securities.
- 0.14.9. this document does not constitute a prospectus, offering memorandum or private placement memorandum of any sort, and does not pertain in any way to be an initial public offering, other share/equity offering or any other kind of regulated offering.
- 0.15. By agreeing to this Agreement and/or dealing in Tokens or Redeemed Tokens, you covenant, represent and warrant that:
  - 0.15.1. you accept this Agreement, the Tokens and the Redeemed Tokens provided under it solely in your own capacity and may not act on behalf of any other natural or legal person, including but not limited to acting as agent or trustee for or on behalf that other person.
  - 0.15.2. you are eligible under Applicable Law to agree to this Agreement and deal in Tokens and Redeemed Tokens, including:
    - 0.15.2.1. if you are an individual, meeting any age, residency, legal capacity, competency and all other requirements; or
    - 0.15.2.2. if you are a body corporate, being duly organised and validly existing under the laws of your jurisdiction, and having full power, authority and right to bind yourself to this Agreement and to receive the Tokens and Redeemed Tokens, including as regards performing all actions and obligations under this Agreement, which therefore constitute valid and legally binding obligations.
  - 0.15.3. you are legally permitted to enter this Agreement and to deal in Tokens and Redeemed Tokens in your and any other relevant jurisdiction and shall not deal in Tokens or Redeemed Tokens in any way prohibited under Applicable Law.
  - 0.15.4. you have to your full satisfaction been furnished with any materials that you have requested relating to this Agreement, the Tokens, the Redeemed Tokens and the Swapsicle Platform, have been afforded the opportunity to ask questions of representatives of the Company concerning the terms and conditions of this

Agreement, the Tokens and the Redeemed Tokens, and have reached your independent view regarding whether participating in this Agreement and dealing in Tokens and Redeemed Tokens is right for you.

- 0.15.5. you understand that this Agreement, the Tokens and the Redeemed Tokens are not intended to constitute a regulated investment nor the carrying on a regulated activity.
- 0.15.6. you have the necessary and relevant experience, knowledge and understanding regarding dealing in cryptoassets generally and the Tokens and Redeemed Tokens specifically, as well as token storage mechanisms (such as token wallets), including but not limited to sufficient understanding of their risks, functionality, usage, storage, transmission mechanisms and the intricacies associated with them, to be able to competently enter into this Agreement and to deal in the Tokens and Redeemed Tokens.
- 0.15.7. you accept that we have no obligation to confer any rights or functionality in relation to the Tokens or Redeemed Tokens other than as clearly and explicitly set out in this Agreement.
- 0.15.8. you accept that the Swapsicle Group reserves the right to create new classes of cryptoassets and tokens under separate brands and with features outside of the scope of this Agreement. Nothing in this Agreement shall entitle you to have any rights (of whatever nature) in relation to such cryptoassets / tokens.
- 0.15.9. you accept that Tokens and Redeemed Tokens are created and you obtain Tokens and Redeemed Tokens on an “as is” and “under development” basis. Therefore, provided we act in good faith in accordance with this Agreement, you accept that the Swapsicle Group is providing Tokens and Redeemed Tokens without being able to provide any warranties in relation to Tokens or Redeemed Tokens, including, but not limited to, title, merchantability or fitness for a particular purpose.
- 0.15.10. in order to use your Redeemed Tokens in relation to the Swapsicle Platform you will need to agree to the additional terms and conditions which apply to users of the Swapsicle Platform, the exact terms of which are subject to development and may change. You accept the risk that if you are unable, for whatever reason, to accept the terms of the Swapsicle Platform, then the Redeemed Tokens may be valueless to you.
- 0.15.11. you have not received any advice from us regarding whether you should participate in this Agreement or deal in Tokens or Redeemed Tokens, and you are solely responsible for any evaluations, decisions and actions you make concerning this Agreement, the Tokens and the Redeemed Tokens.
- 0.15.12. you will not provide any lien, charge or other security interest in relation to this Agreement, the Tokens or the Redeemed Tokens where this could interfere with the Tokens, the Redeemed Tokens or the terms of this Agreement.
- 0.15.13. you understand, agree and accept that whilst the Swapsicle Group will make reasonable efforts to deploy and complete the Swapsicle Platform, it is possible that such deployment may fail and your Tokens and Redeemed Tokens become



useless and/or valueless due to technical, commercial, regulatory or any other reasons.

- 0.15.14. you will supply the Swapsicle Group with all information, documentation or copy documentation that the Swapsicle Group requires in order to allow the Swapsicle Group to allocate this Agreement, Tokens and Redeemed Tokens to you, and you will notify us promptly of any change to the information supplied by you to the Swapsicle Group.
- 0.15.15. all information you will and have supplied to the Swapsicle Group is accurate and not misleading, and you will provide the Swapsicle Group with any additional information which the Swapsicle Group may reasonably require in order that the Swapsicle Group can fulfil its legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligations.
- 0.15.16. you accept responsibility for ensuring you have a wallet which supports AVAX C-Chain tokens (as well as such other technology requirements as we may notify you of in the Token Release) for the purpose of dealing in the Tokens and Redeemed Tokens. You understand and accept that if you do not have wallet(s) which support the Tokens and Redeemed Tokens, this may prevent you getting access to and using your Tokens and Redeemed Tokens, and you accept that the Swapsicle Group is not responsible or liable for any losses as a result or consequence.
- 0.15.17. you accept responsibility for safekeeping your Tokens and Redeemed Tokens and for ensuring the security of the wallet you use to hold Tokens and Redeemed Tokens, including any requisite private key(s) or other credentials necessary to access such wallet. If your private key(s) or other access credentials are lost, you may lose access to your Tokens and Redeemed Tokens, and you accept that the Company Parties are not responsible or liable for any such losses.
- 0.15.18. you are responsible to complying with restrictions set out in this Agreement and as otherwise applicable to the Tokens and Redeemed Tokens.
- 0.15.19. you are not participating in this Agreement or acquiring Tokens or Redeemed Tokens for any use, intended use or purpose that may be in breach of Applicable Law, and your funds used to participate in this Agreement and acquire Tokens and Redeemed Tokens in no way come from illegal or unethical sources.
- 0.15.20. you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against any Company Parties in relation to and / or in connection with this Agreement, the Tokens, and the Redeemed Tokens.
- 0.15.21. to the extent permitted by Applicable Law and provided we act in good faith, the Company Parties make no warranty whatsoever, either expressed or implied, regarding the future success of the Tokens, the Redeemed Tokens, the Swapsicle Platform nor the Swapsicle Group.
- 0.15.22. you will not republish, redistribute or re-transmit any intellectual property provided in relation to the Swapsicle Group, the Swapsicle Platform, the Tokens, nor the Redeemed Tokens, nor otherwise copy or store such intellectual property,



other than for your use of the Tokens and Redeemed Tokens as permitted by the Swapsicle Group and as may occur incidentally in the normal course of such use.

0.15.23. you will not attempt to circumvent the security of or interfere with the proper working of the Swapsicle Platform, the Tokens, the Redeemed Tokens or any server on which it is / they are hosted, or otherwise introduce, or permit the introduction of, any Virus into any of the Swapsicle Platform, the Tokens or the Redeemed Tokens.

0.15.24. you accept that you bear sole responsibility for determining if your participation in this Agreement and your dealing in the Tokens or Redeemed Tokens has tax implications and for complying with any obligations you have in relation to tax. Tax treatment depends on your individual circumstances and may be subject to change in the future. Please note that taxes and costs may exist that are not paid via us or are not imposed by us.

## 5. UNFORESEEN CHANGES

0.16. This Agreement contains certain forward-looking statements. These are based on current intentions and made to the best of our present knowledge. Such forward-looking statements are subject to risks, uncertainties and other factors which could result in actual developments differing materially from, and being worse than, those expected or assumed or described in these forward-looking statements. Nothing contained in this Agreement should be relied on as a promise or representation as to future performance of the Swapsicle Group, Swapsicle Platform, the Tokens or the Redeemed Tokens. The same is true in relation to the Whitepaper and Website, which in any event are not binding on us.

0.17. This Agreement is based on information, including third-party information, that we believe to be reliable. However, we do not imply that third-party information is correct by sending this Agreement or selling any Tokens or Redeemed Tokens to you. We have not independently verified such third-party information and we assume no responsibility for its accuracy or completeness. The same is true in relation to the Whitepaper and Website, which in any event are not binding on us.

0.18. **Any person interested in participating in this Agreement must read Schedule 2.** In light of these risks and uncertainties, future events as described and / or assumed by us may not occur. In addition, the Company Parties do not assume any obligation to update any forward-looking statements nor to confirm any forward-looking statements to actual events or developments.

## 6. OUR LIABILITY

0.19. No term of this Agreement shall limit or exclude our liability for fraud, fraudulent misrepresentation, death or personal injury, or any other liability to the extent that it may not be limited or excluded by Applicable Law.

0.20. Subject to Clause 17, this Agreement is an agreement between you and the Company, and any rights you may have to claim under this Agreement and or in relation to the Tokens or Redeemed Tokens are restricted to the Company. You may not claim against any other Company Parties or any other person, and they shall not have any liability for any loss to you howsoever caused.

- 0.21. We are not liable for any loss (of whatever nature and regardless of whether that loss is foreseeable and / or consequential) as a result of:
- 0.21.1. anything you accept under Clause 5;
  - 0.21.2. one or more the risks set out at Schedule 2 materialising;
  - 0.21.3. your breach of the terms of this Agreement;
  - 0.21.4. exercising any of our rights under this Agreement;
  - 0.21.5. you sending payments for Tokens or Redeemed Tokens to the wrong person; and / or
  - 0.21.6. events outside our reasonable control.
- 0.22. We are in no event liable for any losses other than where caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable for any indirect or consequential losses, nor for any loss of profit, revenue, contracts, data, goodwill or other similar losses).
- 0.23. To the extent that we may be deemed under Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, we explicitly exclude and reject any such duties or relationship to the extent permitted by Applicable Law.
- 0.24. Although we will take all reasonable care to ensure all electronic communications and attachments we send you are free from any known Virus, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any Virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other material due to the your use of the Tokens or Redeemed Tokens. You acknowledge and accept the risks inherent in communicating by email, particularly of its unauthorised interception and of its not reaching the intended recipient.
- 0.25. Our total liability for losses of whatever nature in relation to this Agreement and any Tokens and Redeemed Tokens you acquire shall not exceed the fees paid by you to us for entering into this Agreement.

## **7. YOUR LIABILITY**

- 0.26. You agree to indemnify the Company Parties for any losses that arise from or relate to:
- 0.26.1. any breach by you of any Applicable Law in your jurisdiction;
  - 0.26.2. your breach of the rights of any person (including, but not limited to rights of privacy and intellectual property rights);
  - 0.26.3. any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you; and
  - 0.26.4. any loss resulting from your breach of any of the terms of this Agreement.

- 0.27. Losses for the purposes of this Clause 8 include direct and indirect losses, as well as any costs and expenses (including legal fees) in relation to dealing with claims, demands and / or actions.

## **8. REFUSAL OF REFUND OR CANCELLATION REQUESTS**

- 0.28. Your participation in this Agreement and acceptance of Tokens and Redeemed Tokens from us is final, and there are no refunds or cancellations except and solely as may be required by Applicable Law. We note that the price of Tokens and Redeemed Tokens is dependent on fluctuations in the financial market which cannot be controlled by us.

## **9. INFORMATION SHARING**

- 0.29. You will provide us with all information we require to provide the Tokens and Redeemed Tokens in accordance with this Agreement. If you do not provide information requested by us, then the Swapsicle Group may be unable to provide any Tokens or Redeemed Tokens to you.
- 0.30. We may share information concerning you, including personal information: (i) to other entities within the Swapsicle Group; (ii) with our professional service providers (including, but not limited to, auditors, attorneys and advisors) to the extent necessary to conduct ordinary business operations; (iii) with appropriate regulatory and government authorities; (iv) as beneficial to discharge a regulatory duty we may have, including as regards anti-money laundering and KYC checks; and / or (v) as otherwise required by any Applicable Law, legal process or a court or regulator of competent jurisdiction.
- 0.31. Further information on how we process your data is set out in our Privacy Policy, provided separately.

## **10. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING REQUIREMENTS**

- 0.32. You will at all times:
- 0.32.1. provide the Swapsicle Group with any information the Swapsicle Group may request for the purposes of verifying your identity (including if relevant that of your beneficial owners) and checks required in relation to prevention of money laundering, terrorist financing, fraud, or any other financial crime and permit the Swapsicle Group to keep a record of such information. This includes completing any verification procedures and customer identity checks that the Swapsicle Group may require.
  - 0.32.2. authorise the Swapsicle Group to make any inquiries, whether directly or through third parties, that the Swapsicle Group considers necessary to verify your identity or to protect you and/or the Swapsicle Group against fraud or other financial crime, and to take any action the Swapsicle Group reasonably deems necessary based on the results of such inquiries.
- 0.33. You acknowledge that your access to the Tokens and Redeemed Tokens and may be altered, on an ongoing basis, as a result of the information provided under this Clause 11.
- 0.34. You acknowledge that in carrying out inquiries, your personal information may be disclosed by the Swapsicle Group to identity verification, credit reference and fraud prevention or

financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

## 11. TERMINATION

- 0.35. We may terminate our agreement with you under this Agreement if you breach any of the terms of this Agreement and either cannot remedy such breach or fail to do so within 30 days of us requiring you to do so.
- 0.36. This Agreement shall terminate automatically:
- 0.36.1. if a Party is unable to pay its debts as they fall due or a petition for winding up is presented or it shall go into liquidation (save for the purpose of amalgamation or reorganisation) or enters into an arrangement with its creditors generally or an administrator, an examiner or any equivalent has been appointed thereto or has a receiver appointed over all or any part of its assets or suffers any execution over such assets.
  - 0.36.2. if required by a regulator or court of competent jurisdiction and / or by Applicable Law.
- 0.37. On termination, you will no longer be able to use or have any right to the Tokens or Redeemed Tokens. Clauses 1, 6, 7, 8, 13 and 14 shall survive termination.

## 12. INTELLECTUAL PROPERTY

- 0.38. The Company Parties and their licensors (if any) are at all times the owners of all intellectual property relating to this Agreement, the Tokens, the Redeemed Tokens and the Swapsicle Platform, as well as any related software or information provided in relation to this Agreement, the Tokens, the Redeemed Tokens and the Swapsicle Platform (the “**Intellectual Property**”). Nothing in this Agreement gives you any rights in respect of any Intellectual Property and you do not acquire any such rights by using or receiving this Agreement, the Tokens, the Redeemed Tokens, the Swapsicle Platform or any other Intellectual Property provided in relation to such.
- 0.39. You shall not, except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the Parties:
- 0.39.1. except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any Intellectual Property;
  - 0.39.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Intellectual Property;
  - 0.39.3. access all or any part of the Intellectual Property in order to build a product or service which competes with the Tokens, the Redeemed Tokens and / or the activities of the Swapsicle Group;
  - 0.39.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Intellectual Property available to, any third party; and / or

- 0.39.5. attempt to obtain, or assist third parties in obtaining, access to Intellectual Property other than as expressly permitted by this Agreement.
- 0.40. Intellectual Property may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "**Open Source Software**"). To the extent that the Tokens and Redeemed Tokens use or contain any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor ("**Open Source Licence Terms**") and not under the terms of this Agreement, and you accept and agree to be bound by such Open Source Licence Terms.
13. **CONFIDENTIALITY**
- 0.41. You agree to keep Confidential Information confidential and use it solely in connection with this Agreement.
- 0.42. The provisions of Clause 14.1 shall not apply to the extent that Confidential Information is:
- 0.42.1. lawfully obtained after the date of this Agreement otherwise than directly or indirectly from the Company Parties and is, to your knowledge, free of any duty of confidentiality;
  - 0.42.2. in the public domain other than as a result of a breach of this Clause 14;
  - 0.42.3. required to be disclosed pursuant to an obligation under Applicable Law (provided you give us prior written notice of the intention or obligation to make the disclosure, to the extent permitted by Applicable Law, and the Confidential Information is disclosed only for that purpose);
  - 0.42.4. disclosed to your employees, agents, sub-contractors, professional advisors or auditors under terms of confidentiality equivalent to this Clause 14 and for reasonable purposes related to the performance of this Agreement; and / or
  - 0.42.5. disclosed with our prior written explicit consent.
14. **COMMUNICATIONS**
- 0.43. Communications between the Parties shall be in English. So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction has been given by you.
- 0.44. You may contact us
- 0.44.1. by email at: [tom@swapsicle.io](mailto:tom@swapsicle.io)
- 0.45. It is vital that you keep your contact details with us up to date and ensure that only persons who have authorisation to deal with us in relation to accepting Tokens and Redeemed Tokens have the ability to send us communications using your contact details. Our main contact methods are via our discord channel or via email directly.

- 0.46. Communications:
- 0.46.1. by email will be deemed received on the earlier of the time at which it is accessed or 2 business days after receipt (except as regards emails sent to us, if there is a bounce-back stating the communication has not been delivered, the communication shall be deemed not sent); and
  - 0.46.2. if delivered by courier, will be deemed received when proof of receipt is provided by the courier.
- 0.47. We will treat any communication made using your contact details as being authorised by you, regardless of whether the person making the communication has actual authority to do so, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of so doing.
- 0.48. Notwithstanding Clause 15.4, where we in good faith believe that a communication has not been authorised, we are entitled to not act in accordance with any instruction in such communication, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of this.
- 0.49. You also must be vigilant when communicating to ensure you are actually communicating with us, as unfortunately (i) we do not accept any liability in the event that a third party tricks you into sending monies to a person other than us, and (ii) we do not have any obligation to send you any Tokens or Redeemed Tokens in the event that we do not receive payment from you as a consequence.

## 16. TAX EVASION AND BRIBERY

- 0.50. You will ensure that none of you, nor any person acting on your behalf in connection with this Agreement, shall, by any act or omission, commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of a tax evasion offence. For these purposes, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax, and tax includes duties and social security contributions.
- 0.51. You will not, and will take reasonable steps to ensure that your agents and delegates will not, do any action or inaction which would constitute you or us committing any offence under any Applicable Law in relation to bribery, corruption or sanctions.

## 17. NOVATION

- 0.52. In the event that we appoint another entity within the Swapsicle Group to take over our rights and obligations under this Agreement (the "**New Entity**"), we may transfer by way of novation our rights and obligations under this Agreement to the New Entity and you consent to such novation. As soon as reasonably practicable following such novation, we shall notify you of the effective date of such novation. From such effective date, all references in this Agreement to "Swapsicle Entertainment Limited", the "Company", "we", "us", or "our" shall be deemed to be references to the New Entity.

## 18. MISCELLANEOUS

Legal, tax and accounting advice

- 0.53. We do not provide, nor do we accept responsibility for, any legal, tax or accounting advice. If you are unsure regarding any of the legal, tax or accounting aspects of this Agreement, dealing in Tokens, Redeemed Tokens and / or the Swapsicle Platform you should seek independent professional advice.

Entire agreement and legal status

- 0.54. The information contained in the Whitepaper and on the Website are descriptive only. They are not binding and do not form part of this Agreement.
- 0.55. This Agreement constitutes the entire agreement between you and the Company with respect to its subject matter and substitutes and supersedes any and all previous written or oral statements between you and the Company. As such:
- 0.55.1. neither Party has entered into this Agreement in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in this Agreement;
- 0.55.2. the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract; and
- 0.55.3. except as set out in this Agreement, we do not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any information provided regarding the Tokens, the Redeemed Tokens and the Swapsicle Platform, and, to the fullest extent permitted by Applicable Law, all implied warranties, conditions or other terms of any kind are excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on such information.

Waiver and changes

- 0.56. No waiver or variation of any part of this Agreement by us shall be effective unless in writing and signed by us. No waiver of any provision in this Agreement will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive our rights hereunder at any time to enforce strict compliance thereafter with every term and condition of this Agreement.
- 0.57. No other document or communication may modify or add any additional obligations or covenants on us beyond those set forth in this Agreement, unless we clearly, specifically and explicitly state otherwise in that document.

Delegation and assignment

- 0.58. We may at our sole discretion, assign our rights and/or delegate our duties under this Agreement and engage subcontractors to perform obligations on our behalf, so long as we take due skill and care in selecting and overseeing our delegates.
- 0.59. You may not assign, transfer, delegate, charge or create third party interests over any of your rights or responsibilities in relation to this Agreement, the Tokens or the Redeemed Tokens,



nor may you agree to do any of the same, without our prior written consent (which we may withhold at our sole discretion).

Illegality and severability

- 0.60. Each of the provisions of this Agreement are separate, severable and enforceable. If any portion of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect. Also, the Parties shall negotiate in good faith to agree a replacement for the ineffective provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Partnership

- 0.61. Dealing in Tokens and / or Redeemed Tokens does not create any form of partnership, joint venture or any other similar relationship between the Parties, and we do not owe you any resulting fiduciary duties. Nothing in this Agreement is intended to authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Counterparts

- 0.62. This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which is an original and together shall constitute one and the same agreement.

Commencement

- 0.63. This Agreement takes effect and binds the Parties to it with effect from the date of this Agreement.

Third parties

- 0.64. This clause is subject to Clause 17 and the Parties intend that persons within the Swapsicle Group shall have the right to enforce any rights granted to them under this AGREEMENT pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**"). Save as aforesaid, the Parties do not intend that the provisions of this Agreement shall be enforceable by virtue of the 1999 Act or otherwise by any person not a Party to it. Notwithstanding this clause 18.12, the consent any third party is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.

Jurisdiction

- 0.65. If you are a consumer, please note that this Agreement, its subject matter, the Tokens, the Redeemed Tokens and any dispute or claim arising out of or in connection with them shall be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter, the Tokens and/or the Redeemed Tokens.

However, nothing in this Agreement will override any mandatory laws of the country in which you have your usual place of residence or limit your legal rights to bring actions against us or to require proceedings take place in the country in which you have your usual place of residence.

- 0.66. If you are a business, this Agreement, its subject matter, the Tokens, the Redeemed Tokens and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).

## 1. SCHEDULE 1

### Token features

**PLEASE NOTE THAT THE BELOW REPRESENTS OUR INTENTIONS FOR THE OPERATION OF THE TOKENS AND REDEEMED TOKENS AS AT THE DATE OF THIS AGREEMENT. HOWEVER, THERE MAY BE LEGAL, REGULATORY OR COMMERCIAL REASONS WHY THE TOKENS OR REDEEMED TOKENS MAY DIFFER FROM THE BELOW, INCLUDING AS A RESULT OF ANY OF THE RISKS SET OUT IN SCHEDULE 2 MATERIALISING.**

**Please note that the Swapsicle Group:**

- has no obligation to give the Tokens nor Redeemed Tokens any rights or attributes other than those outlined below, and the Tokens and Redeemed Tokens shall not give you any rights in relation to any aspect of any business conducted at any time by the Swapsicle Group other than as explicitly stated below.
- reserves the right to create new classes of fungible or non-fungible tokens under separate brands and with features outside of the scope of this Agreement. Nothing in this Agreement shall entitle you to have any rights (of whatever nature) in relation to such tokens.

#### Token Features

We intend to design the Tokens to have the following features:

1. The main trading pair on the Swapsicle DEX; staking; farming; liquidity pools.

The total number of Tokens will be capped at 100m, however the Swapsicle Group shall have the option to increase this cap where necessary (a “**Token Increase**”). Whilst the Token holders shall be consulted regarding any potential Token Increase, the Swapsicle Group shall have sole discretion regarding whether to proceed with a Token Increase after such consultation.

<b>Token Symbol:</b>	\$POPS
<b>Expected launch date:</b>	12/04/2022

#### Redeemed Token Features

We intend to design the Redeemed Tokens to have the following features:

1. The \$pPOPS token will be redeemable 1:1 with a \$POPS token on the launch of the DEX platform.

The total number of Redeemed Tokens will be capped at 20m, however the Swapsicle Group shall have the option to increase this cap where necessary (a “**Redeemed Token Increase**”). Whilst the Redeemed Token holders shall be consulted regarding any potential Redeemed Token Increase, the Swapsicle Group shall have sole discretion regarding whether to proceed with a Redeemed Token Increase after such consultation.

<b>Token Symbol:</b>	\$pPOPS
<b>Expected launch date:</b>	22/03/2022

## 2. SCHEDULE 2

### Certain Risks Relating to Tokens and Redeemed Tokens

Participating in this Agreement and acquiring Tokens and Redeemed Tokens involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risks of a complete loss of all capital used to participate in this Agreement and acquire Tokens and Redeemed Tokens.

You should carefully consider the risks described below and consult with your professional advisors before participating. It should be noted that the list of risk factors described hereunder is not intended to be exhaustive and does not necessarily include all of the risks to which the Swapsicle Group is or may be exposed to, nor are they all the risks associated with participation in an Agreement and dealing in Tokens and Redeemed Tokens.

**Important Note** As noted elsewhere in this Agreement, the Tokens and Redeemed Tokens are not being structured or sold as securities nor any other form of regulated investment product. Accordingly, there has not been any consideration as to whether Tokens and Redeemed Tokens are a suitable or an appropriate thing for you to acquire. The Company Parties expressly disclaim 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 Schedule 2, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By participant in this Agreement, or by otherwise accepting, holding and / or using Tokens and Redeemed Tokens, you expressly acknowledge and assume the following risks, and the Swapsicle Group shall not be liable should they materialise:

#### 1. Lack of operating history

Purchases of Tokens and Redeemed Tokens from start-ups, including the Swapsicle Group, involve a high degree of risk. This is because the value of the Token and Redeemed Token is reliant on the success of the Swapsicle Group in developing its business. As such, the Tokens and Redeemed Tokens have all of the risks and uncertainties normally associated with an early-stage business, including potential difficulties developing or operating the Swapsicle Platform, establishing the Swapsicle Group's operations, lack of name recognition, lack of adequate capital to progress the business, difficulties hiring and retaining qualified employees, and difficulties in complying with all Applicable Laws. Financial and operational risks confronting start-ups are significant and the Swapsicle Group is not immune to these. The start-up market in which the Swapsicle Group competes is highly competitive, and the percentage of companies that survive and prosper is small.

The Swapsicle Group's lack of an operating history may make it difficult for you to evaluate the Swapsicle Group's business and operating prospects and the prospects of the Swapsicle Platform in connection with acquiring Tokens and Redeemed Tokens. These risks include, but are not limited to, the Swapsicle Group's ability to: (i) increase revenues and manage costs relating to the Swapsicle Group's operations, the development, launch and/or operations of the Swapsicle Platform, and the development of the Tokens and Redeemed Tokens; (ii) increase awareness of the Swapsicle Group, the Swapsicle Platform and Tokens and Redeemed Tokens; (iii) offer compelling content on the Swapsicle Platform; (iv) maintain current and develop new strategic relationships; (v) respond effectively to competitive pressures; (vi) continue to develop and upgrade technology; (vii) attract, retain, and motivate qualified personnel; and (viii) raise any additional capital as potentially required. There are no assurances that the Swapsicle Group's business strategy will be successful, nor that the Swapsicle Group will address these risks successfully during the development and launch of the Swapsicle Platform and Tokens and Redeemed Tokens. In addition, the Swapsicle Group has not prepared financial statements for potential purchasers to review prior to making a purchase decision.

2. Risk of losing access to Tokens and Redeemed Tokens due to loss of private key(s)

A private key, or a combination of private keys, is necessary to control and dispose of Tokens and Redeemed Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens and Redeemed Tokens will result in loss of such Tokens and Redeemed Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens and Redeemed Tokens.

Any errors or malfunctions caused by or otherwise related to the wallet you use to receive and store Tokens and Redeemed Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your Tokens and Redeemed Tokens. Failure to precisely follow any procedures set forth by the Swapsicle Group for buying, transferring and receiving Tokens and Redeemed Tokens, including, for instance, providing an incorrect wallet address, or using wallet(s) that do not accept Tokens and Redeemed Tokens, may result in the loss of Tokens and Redeemed Tokens you hold.

3. Regulatory risks

Regulation of cryptoassets such as the Tokens and Redeemed Tokens and the offering thereof, as well as blockchain technologies, and cryptoasset exchanges is currently underdeveloped and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and growth of the Swapsicle Platform and the adoption and utility of Tokens and Redeemed Tokens. Failure by the Swapsicle Group or the Swapsicle Platform to comply with any Applicable Laws, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines, which could have an adverse effect on the development, launch and/or operations of the Swapsicle Platform and the development and eventual value of Tokens and Redeemed Tokens.

If an entity within the Swapsicle Group is required to obtain a licence, there is a risk that that entity may not be able to obtain it, either within a reasonable time period or at all, and the consequence of this will accordingly be to restrict the Swapsicle Group's business and ability to issue Tokens and Redeemed Tokens.

#### 4. Legal proceedings and litigation

From time to time, the Swapsicle Group may be involved in legal proceedings or litigation. The results of such legal proceedings and claims cannot be predicted with certainty and, regardless of the outcome, legal proceedings could have an adverse impact on the Swapsicle Group's business or development, and that of the Swapsicle Platform, because of defence and settlement costs, diversion of resources, and other factors. As of the date of this Agreement, the Swapsicle Group is not subject to any material legal proceedings, nor, to the Swapsicle Group's knowledge, are any material legal proceedings pending or threatened against the Swapsicle Group.

Generally, if third parties are successful in their claims, the Swapsicle Group may have to pay substantial damages, account for profits derived from the alleged infringing acts, and cease to use certain technologies or take other actions that could be detrimental to the Swapsicle Group's business. If there is an intellectual property infringement claim, or to avoid such claims, the Swapsicle Group may be prohibited from selling or licensing to others any product that it may develop, unless the patent or copyright holder grants a license of the relevant intellectual property to the Swapsicle Group, which the patent or copyright holder is not obligated to do.

There also may be adverse publicity associated with litigation that could negatively affect people's perception of the Swapsicle Group, the Swapsicle Platform and/or the Tokens and Redeemed Tokens, regardless of whether the allegations are valid or the Swapsicle Group is ultimately found liable. Accordingly, litigation may adversely affect the Swapsicle Group's business and financial condition.

#### 5. Risks associated with the blockchain protocol

Because Tokens and Redeemed Tokens and the Swapsicle Platform are based on blockchain protocols, any malfunction, breakdown or abandonment of a blockchain protocol may have a material adverse effect on the Tokens and Redeemed Tokens and / or Swapsicle Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and Redeemed Tokens and / or the Swapsicle Platform by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain protocol.

#### 6. Risk of hacking and software and security weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with Tokens and Redeemed Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain is built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain).

There is also an inherent risk that the software and related technologies and theories we use could contain Viruses. Viruses could cause, inter alia, complete loss of Tokens and Redeemed Tokens, or could negatively affect the Swapsicle Platform.

7. Risks associated with uncertain regulations and enforcement actions

The regulatory status of the Tokens and Redeemed Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Swapsicle Platform and the Tokens and Redeemed Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Swapsicle Platform and the Tokens and Redeemed Tokens. Regulatory actions could negatively impact the Swapsicle Platform and the Tokens and Redeemed Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens and Redeemed Tokens are a regulated financial instrument that require registration or licensing. The Swapsicle Group 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.

8. Risks associated with the Swapsicle Platform and Token features

The nature of the Swapsicle Platform means that it may undergo significant changes over time, and it may consist of a network of exchanges, or a specific dedicated exchange. Although the Swapsicle Group intends for the Tokens and Redeemed Tokens to follow the specifications set forth in this Agreement, the Swapsicle Group may have to make changes to the specifications of the Tokens and Redeemed Tokens or Swapsicle Platform for any number of reasons. The Swapsicle Platform and Tokens and Redeemed Tokens may therefore be subject to significant conceptual, technical and commercial changes before release. This could create the risk that the Swapsicle Platform or Tokens and Redeemed Tokens, as further updated and maintained, may not meet your expectations.

You furthermore understand and accept that as part of the deployment, changes to the Swapsicle Platform and Tokens and Redeemed Tokens may be required and that, if you decide not to participate in such changes, you may no longer use Tokens and Redeemed Tokens and that non-changed Tokens and Redeemed Tokens may lose their utility and / or value.

9. Risk of an unfavourable fluctuation of cryptoasset values

The Swapsicle Group intends to use the amounts received from Token holders to fund the development and deployment of the Swapsicle Group's business and the Swapsicle Platform. Amounts received from Token holders may be converted into other cryptoassets or fiat currencies. If the value of cryptoassets or fiat currencies fluctuate unfavourably this may mean that the Swapsicle Group may not be able to fund business development deployment as expected or may not be able to deploy the Swapsicle Platform in the manner it intended.

10. Risk of closure, changes or abandonment



It is possible that, due to any number of reasons, including technical, commercial, regulatory and other reasons (such as failure to comply with all Applicable Laws, failure develop the Tokens and Redeemed Tokens as expected, the failure of commercial relationships and / or intellectual property ownership challenges), the Swapsicle Group may not be able to develop and launch the Tokens and Redeemed Tokens or operate the Swapsicle Platform or the Swapsicle Group's business as intended, and so the Swapsicle Group may dissolve or take actions that result the dissolution of the Swapsicle Platform.

In addition, as the Swapsicle Platform has not yet been fully developed, it may require significant resources and expertise in order to successfully launch the Swapsicle Platform. The Swapsicle Group may have to make changes to the specifications of the Swapsicle Platform and/or the Tokens and Redeemed Tokens for any number of legitimate reasons, and the Swapsicle Group may be unable to develop the Swapsicle Platform and/or the Tokens and Redeemed Tokens in a way that successfully realizes those specifications. Whilst the Swapsicle Group will use the proceeds from the pre-sale of Tokens to make significant investments to develop and launch a viable Swapsicle Platform, the Swapsicle Group may not have, or may not be able to obtain, the technical skills and expertise needed to successfully develop the Swapsicle Platform, the Tokens and/or the Redeemed Tokens and successfully launch the Swapsicle Platform. It is possible that the Redeemed Tokens and the Swapsicle Platform may not ever be fully developed or launched, and there may never be an operational Swapsicle Platform and / or operational Tokens and Redeemed Tokens. The Swapsicle Platform, the Tokens and Redeemed Tokens, if successfully developed and maintained, may not meet your expectations.

Furthermore, despite good faith efforts to develop, launch, maintain, update the Swapsicle Platform and to develop the Tokens and Redeemed Tokens, it is still possible that the Swapsicle Platform will experience malfunctions or otherwise fail, and this may negatively impact the operation of the Swapsicle Platform and/or the Tokens and Redeemed Tokens and the public's perception thereof.

More generally, you are aware of the risk that even if all or part of the Swapsicle Platform is successfully deployed and released, that the Swapsicle Platform could be fully or partially abandoned, be rendered commercially unsuccessful or otherwise be shut down because of a lack of interest, to comply with Applicable Law or for other reasons.

11. Liquidity risk

There is presently no established trading market for the Tokens and Redeemed Tokens. The Swapsicle Group can provide no assurance that an exchange will accept any attempted listing of the Tokens and Redeemed Tokens or maintain the listing if accepted, or that any trading market will be successfully developed or launched. Moreover, even if such a market is established, any such trading market may not be widely adopted, may have limited users, and could be subject to significant competition. As a result, the Swapsicle Group can provide no assurance as to the liquidity of the Tokens and Redeemed Tokens on any such market, and the value of the Tokens and Redeemed Tokens over time may experience extreme volatility or depreciate in full.

12. Intellectual property

Companies, organisations, or individuals, including competitors, may hold or obtain patents, trademarks, or other proprietary rights that would prevent, limit, or interfere with the

Swapsicle Group's ability to make, use, develop, sell, and / or market the Tokens, Redeemed Tokens and / or the Swapsicle Platform, which could make it more difficult for the Swapsicle Group to operate its business. These third parties may have applied for, been granted, or obtained, patents that relate to intellectual property, and which compete with the Swapsicle Group's intellectual property or technology. This may require the Swapsicle Group to develop or obtain alternative technology, or obtain appropriate licenses under these patents, which may not be available on acceptable terms or at all. Such a circumstance may result in the Swapsicle Group having to significantly increase development efforts and resources to redesign the technology in order to safeguard its competitive edge against competitors in the same industry. There is a risk that the Swapsicle Group's means of protecting its intellectual property rights may not be adequate, and weaknesses or failures in this area could adversely affect the Swapsicle Group's business or reputation, financial condition, and/or operating results, the development, launch and/or operations of the Swapsicle Platform and the development of the Tokens and Redeemed Tokens.

From time to time, the Swapsicle Group may receive communications from holders of patents or trademarks regarding their proprietary rights. Companies holding patents or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights and urge the Swapsicle Group to take licenses. In addition, if the Swapsicle Group is determined to have infringed upon a third party's intellectual property rights, it may be required to cease operating the Swapsicle Platform, pay substantial damages, seek a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all, and/or establish and maintain alternative branding for items relating to the Swapsicle Platform. The Swapsicle Group may also need to file lawsuits to protect its intellectual property rights from infringement from third parties, which could be expensive, time consuming, and distract management's attention from our core operations.

The Swapsicle Group's ability to serve its customers and the Swapsicle Platform's participants will depend upon its intellectual property. The Swapsicle Group will rely on copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with its employees, customers, and other third parties to protect the Swapsicle Group's intellectual property rights. However, the steps the Swapsicle Group takes to protect its intellectual property rights may be inadequate. In order to protect its intellectual property rights, the Swapsicle Group may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce the Swapsicle Group's intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of the Swapsicle Group's intellectual property. Furthermore, the Swapsicle Group's efforts to enforce the Swapsicle Group's intellectual property rights may be met with defences, counterclaims, and countersuits attacking the validity and enforceability of the Swapsicle Group's intellectual property rights. The Swapsicle Group's failure to secure, protect, and enforce the Swapsicle Group's intellectual property rights could seriously harm the Swapsicle Platform's brand and adversely affect the Swapsicle Group's business, reputation, financial condition, and/or operating results, the development, launch and/or operations of the Swapsicle Platform and the development of the Tokens and Redeemed Tokens.

13. No management rights in the Swapsicle Group

Holders of Tokens and Redeemed Tokens will have no voting rights or other management or control rights in the Swapsicle Group by virtue of the Tokens and Redeemed Tokens, and,

consequently, the purchase of the Tokens and Redeemed Tokens does not carry with it any right to take part in the control or management of the Swapsicle Group's business. Accordingly, the Swapsicle Group's directors and shareholders who hold voting shares will control the Swapsicle Group's decisions, including those relating to the development, launch and operations of the Swapsicle Platform and the development of the Tokens and Redeemed Tokens. Holders of Tokens and Redeemed Tokens will have no influence or vote on any corporate matters, and the voting shareholders and directors may take actions of which a majority of holders of Tokens and Redeemed Tokens disapprove. In assessing the risks and rewards of purchasing Tokens and Redeemed Tokens, you must be aware that you are relying solely on the good faith, judgment and ability of the Swapsicle Group's directors, officers and employees to make appropriate decisions with respect to the Swapsicle Group's management, development, launch and/or operations of the Swapsicle Platform and the development of the Tokens and Redeemed Tokens.

14. Tokens and Redeemed Tokens will have no refund rights or similar features and may have limited liquidity

After issuance, to the extent permitted by Applicable Law you will have no right to return the Tokens and Redeemed Tokens to the Swapsicle Group or to receive a refund or otherwise require the Swapsicle Group to exchange any amount of the Tokens and Redeemed Tokens for fiat currency. As a result, if there is not sufficient demand or interest in the Swapsicle Platform and Tokens and Redeemed Tokens, or if there are limits on the transferability of, or limited liquidity for, the Tokens and Redeemed Tokens, then you may lose all or a portion of your investment.

15. Reliance on discretion of the Swapsicle Group's management for the deployment of capital

The Swapsicle Group's management will have sole discretion over the use of the proceeds received as a result of any offering of Tokens and Redeemed Tokens. You will be relying on the Swapsicle Group's management to identify, structure, and implement the Swapsicle Platform in accordance with the Swapsicle Group's objectives and policies and to conduct the business of the Swapsicle Platform as contemplated by this Agreement.

16. Future sales of Tokens and Redeemed Tokens and other types of token

Sales, or the possibility of sales, by the Swapsicle Group of a substantial number of Tokens and Redeemed Tokens or additional types of token could have an adverse effect on the value of Tokens and Redeemed Tokens or could affect the Swapsicle Group's ability to obtain further capital. In addition, in exchange for services in connection with the development, marketing and operation of the Swapsicle Platform, the Swapsicle Group may sell further Tokens and Redeemed Tokens or different types of token to various third parties. Any such additional issuance of Tokens and Redeemed Tokens could dilute your percentage interest in then-outstanding Tokens and Redeemed Tokens, if any, and have an adverse effect on the market value of the Tokens and Redeemed Tokens. Additional new types of token may also impact the value of the Tokens and Redeemed Tokens you receive under this Agreement, and you have no rights in relation to such new types of Tokens and Redeemed Tokens as a result of entering into this Agreement.

17. Further funding

The Swapsicle Group reserves the right to obtain further funding, including from venture capitalists, in order to finance operations in general and including, but not limited to, developing the Swapsicle Platform. Obtaining this funding may impact the way in which the Swapsicle Platform is developed and may have a consequential impact on the value of the Tokens and Redeemed Tokens.

18. The prices of digital assets are extremely volatile

Fluctuations in the price of digital assets could materially and adversely affect the Swapsicle Group's business and the Swapsicle Platform, and the Tokens and Redeemed Tokens may also be subject to significant price volatility.

The prices of cryptoassets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens and Redeemed Tokens may also be highly volatile. Several factors may influence the market price, if any, of the Tokens and Redeemed Tokens, including, but not limited to:

- the ability (if any) of the Tokens and Redeemed Tokens to trade on a secondary market;
- global digital asset and token supply;
- global digital asset and token demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets, the security of online digital asset exchanges and digital wallets that hold digital assets, the perception that the use and holding of digital assets is safe and secure, and the regulatory restrictions on their use;
- general expectations with respect to the rate of inflation, interest rates and exchange rates;
- changes in the software, software requirements or hardware requirements underlying Tokens and Redeemed Tokens;
- changes in the rights, obligations, incentives, or rewards for the various holders of Tokens and Redeemed Tokens;
- interruptions in service from or failures of major digital asset and token exchanges on which digital assets and Tokens and Redeemed Tokens are traded;
- investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in Tokens, Redeemed Tokens or other digital assets;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law;
- global or regional political, economic or financial events and situations; and

- expectations among digital assets participants that the value of Tokens, Redeemed Tokens or other digital assets will soon change.

A decrease in the price of a single digital asset may cause volatility in the entire digital asset and token industry and may affect other digital assets including the Tokens and Redeemed Tokens. For example, a security breach that affects purchaser or user confidence in Bitcoin or Ether may affect the industry as a whole and may also cause the price of the Tokens and Redeemed Tokens and other digital assets to fluctuate. Such volatility in the price of the Tokens and Redeemed Tokens may result in significant loss over a short period of time.

19. Purchasers may lack information for monitoring their investment

You may not be able to obtain all information you want from time to time regarding the Swapsicle Group, the Swapsicle Platform and/or the Tokens and Redeemed Tokens. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect to the Swapsicle Group, the Swapsicle Platform, the Tokens and/or Redeemed Tokens in a timely manner. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information relating to your purchase, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your holding of Tokens and Redeemed Tokens.

20. Tokens and Redeemed Tokens may not be classified as unregulated Tokens and Redeemed Tokens

Although we intend for the Tokens and Redeemed Tokens to be classified as unregulated Tokens and Redeemed Tokens, the regulatory position of cryptoassets is uncertain and subject to change. This may, at a later date, cause us to classify the Tokens and / or Redeemed Tokens as a security, in which case the Tokens and Redeemed Tokens may be subject to restrictions on resale and transfer.

21. General economic risks

Please be aware that the value of the Tokens and Redeemed Tokens can fall as well as rise. If you buy Tokens or Redeemed Tokens, you may not get back the full amount you spent on the Tokens and Redeemed Tokens, or anything at all. The value of Tokens and Redeemed Tokens may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other cryptoassets is not necessarily a guide to the future performance of Tokens and Redeemed Tokens.

22. Unanticipated risks

Cryptoassets such as the Tokens and Redeemed Tokens are a relatively new and untested technology. In addition to the risks included in this Schedule 2, there are other risks associated with your acceptance, holding and use of Tokens and Redeemed Tokens, including those that we cannot reasonably foresee.

Additional risks may also materialize as unanticipated variations or combinations of the risks discussed above in this Schedule 2.