

TERMS AND CONDITIONS RELATING TO THE EARLY CONTRIBUTION

Last updated: 29 May 2018

PLEASE READ THESE TERMS AND CONDITIONS ("T&Cs") CAREFULLY. BY MAKING A CONTRIBUTION TO AKROPOLIS DECENTRALISED LTD FOR THE PURCHASE OF AKT TOKENS ("AKT") DURING THE TOKEN GENERATION EVENT, YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&Cs, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH AKROPOLIS DECENTRALISED LTD. THESE T&Cs CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 20 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF AKT AND NAVIGATE AWAY FROM THE AKROPOLIS WEBSITE (AS DEFINED BELOW).

PROHIBITION ON US AND CHINESE CONTRIBUTORS

Due to legal and regulatory uncertainty in the United States of America ("**USA**"), Singapore and the People's Republic of China (excluding Hong Kong, the Macau Special Administrative Region and Taiwan) ("**China**"), citizens, residents and/or green card holders of and persons residing in the USA, Singapore or China are prohibited from making contributions to Akropolis Decentralised Ltd and participating in the Token Generation Event. Persons from the USA, Singapore or China that participate in the Token Generation Event by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these T&Cs and will be required to indemnify Akropolis Decentralised Ltd in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these T&Cs.

PARTIES TO THESE T&Cs

Akropolis Decentralised Ltd is a company incorporated and registered in Gibraltar with registration number 116430 and shall be the creator of its own proprietary token known as AKT under these T&Cs. There may be other entities within the Akropolis Decentralised Ltd group of companies from time to time ("**Akropolis Companies**") that will develop, manage and/or operate the Akropolis Platform (as defined in clause 1 below) (or parts thereof) and references in these T&Cs to "**Akropolis**", "**Company**", "**we**", "**our**" or "**us**" shall be to Akropolis Decentralised Ltd, the Akropolis Companies and their respective successors and assigns.

References in these T&Cs to "**Contributor**", "**your**" or "**you**" are to the person/entity who accepts these T&Cs and agrees to make a contribution to Akropolis as set out in and on the terms of these T&Cs. The Contributor and Akropolis shall together be referred to as the "**Parties**" and references to a "**Party**" shall be to the relevant one of them as the context requires.

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

YOU AND AKROPOLIS HEREBY AGREE AS FOLLOWS:

1. Akropolis Platform

- 1.1 Akropolis is in the process of developing a decentralised platform using the Ethereum blockchain with the aim of building an infrastructure designed to enable low cost, transparent, fully traceable and secure pension related services (the "**Akropolis Platform**").
- 1.2 Akropolis is further proposing to develop a platform with cryptographic tokens known as AKT which are intended to have certain functionalities on the AKT Platform (see Schedule 1 of these T&Cs for further details), and is seeking to raise funds through a contribution campaign (the "**Token Generation Event**") which it will deploy on the development of the Akropolis Platform and to meet various other operating expenses related to Akropolis' business. However, prior to the commencement of the Token Generation Event, Akropolis is offering a small group of prospective contributors the opportunity to participate in a private and pre-sale fundraiser (the "**Pre-Sale Fundraiser**") as set out in and on the terms of these T&Cs. The Pre-Sale Fundraiser is not open to the public and is not available to any person except by private invitation.
- 1.3 For a more detailed description of the proposed Akropolis Platform, please refer to
 - a) the Akropolis website, available at www.akropolis.io ("**Website**");
 - b) the Akropolis Whitepaper (as may be amended from time to time), available on the Website)(collectively referred to as the "**Project Documentation**").
- 1.4 The information contained in the Project Documentation is of an illustrative nature only, is not binding and does not form part of these T&Cs.

2. Scope of T&Cs

- 2.1 Except as otherwise stated, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to Akropolis for the purchase of AKT during the Contribution Period (defined in clause 3 below). Any contribution made during the Token Generation Event for the purchase of AKT shall be governed by terms and conditions applicable to the Token Generation Event which shall be made available on the Website on or before the commencement of the Token Generation Event (the “**Token Generation Event T&Cs**”).
- 2.2 Any potential future use of AKT in connection with the provision or receipt of services on the Akropolis Platform shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Akropolis Platform (“**Platform Terms**”), including the Token Generation Event T&Cs. The Platform Terms will be made available to Akropolis Platform users, if the Akropolis Platform is successfully developed and deployed.

3. Contribution Period

- 3.1 Contributions may be made during a defined period of time (“**Contribution Period**”). The Contribution Period shall commence on the date published on the Akropolis Website and shall end on satisfaction of one of the following conditions (“**Completion Conditions**”) (whichever is the earlier):
- a) when all AKT available for issuing during the Contribution Period have been issued;
 - b) the expiry of 6 months from the commencement of the Contribution Period; or
 - c) the date and time specified on the Website as the end of the Contribution Period if the Contribution Period is temporarily suspended in accordance with clause 3.2.
- 3.2 Notwithstanding any other provision of these T&Cs, Akropolis may end or temporarily suspend contributions, or delay the Contribution Period at any time without prior notice if:
- a) any change occurs to the Ethereum network, which in Akropolis’ opinion is likely to materially prejudice the success of the Token Generation Event or the development of the Platform in any respect;

- b) any change occurs to national or international regulatory, financial, political or economic conditions, which in the Akropolis' opinion is likely to materially prejudice the success of the Token Generation Event or the Akropolis Platform in any respect;
- c) with or without reasons, Akropolis elects to cease the development of the Akropolis Platform;
- d) the Token Generation Event or Akropolis is required by any applicable law or regulation to be licensed or approved or fundamentally restructured;
- e) Akropolis is notified by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction) in any jurisdiction that the Token Generation Event or Platform is under investigation, or prohibited, banned or must cease, or Akropolis is otherwise required by law to end the Contribution Period or Token Generation Event;
- f) there is any force majeure event and Akropolis cannot reasonably expect the Contribution Period to be resumed within 90 calendar days;
or
- g) with or without reasons, Akropolis elects to terminate the Token Generation Event.

4. AKT Price

- 4.1 During the Contribution Period the price attributable to AKT in respect of any contribution made under this Agreement shall be dominated in US dollars and calculated using the following formula (the “**AKT Price**”):

Price per AKT = Hard Cap (denominated in US dollars) / % of AKT available for sale / 900,000,000

- 4.2 The Hard Cap and % of AKT available during the Generation Event shall be set by the Company 48 hours before the Token Generation Event, and shall be announced on the Akropolis Website and emailed to the Contributor.
- 4.3 Contributions shall be made exclusively in ETH, and in order to calculate the AKT that will be issued to the Contributor, the conversion shall be calculated by reference to the value that the ETH has against the USD according to CoinMarketCap (<https://coinmarketcap.com/>) 48 hours before the Token Generation Event, which for the avoidance of doubt shall be announced on the Akropolis Website and emailed to the Contributor (the “**Conversion**”).

5. Right to Request Information

- 5.1 Before you are able to make a contribution to Akropolis or at any time after making a contribution, we may (in our sole and absolute discretion):
- a) request you to provide certain information and documentation for the purposes of complying with any "know your customer" or similar obligations to which we may be subject; and/or
 - b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of AKT to you.
- 5.2 You agree that you shall, promptly upon Akropolis' request, supply such information and documentation as may be reasonably requested by us pursuant to clause 5.1 in order for us to:
- a) carry out, to our satisfaction, all necessary "know your customer" and other similar checks which we may be obliged to perform; and
 - b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of AKT to you as contemplated by these T&Cs.
- 5.3 In addition to our rights under clause 19 below, the Contributor hereby consents to Akropolis disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Akropolis may, in its sole discretion, refuse to distribute AKT to Contributor until such requested information is provided. If you cannot or do not satisfy all the requirements of this clause, Akropolis is under no obligation to distribute any AKT to you.
- 5.4 You acknowledge and accept that we may refuse or reject any contributions for the purchase of AKT until you provide all information and documentation that we may request under this clause 5 and we have determined that it is permissible to issue AKT to you under applicable law.

6. Methods and Terms of Contribution

- 6.1 You may contribute to Akropolis during the Pre-Sale Fundraiser in the manner described in this clause 6.
- 6.2 **Contributions must be sent in Ether ("ETH") from an Ethereum wallet with a private key which you control.** You will be required to use your private key to verify your ETH contribution to Akropolis and to enable Akropolis to issue AKT to you through the Smart Contract System (as further described in clause 7).

- 6.3 The Smart Contract address to which contributions shall be sent during the Pre-Sale Fundraiser shall be provided to each Contributor individually after you have completed the pre-registration form and accepted these T&Cs. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue AKT or facilitates the allocation or transfer of AKT in any way during the Contribution Period, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the Website, not authorised by Akropolis nor do they have any legal or commercial relationship in any way with Akropolis, the Akropolis Platform or AKT.
- 6.4 Contributors that send contributions:
- a) in any form or in a manner that does not conform with these T&Cs; or
 - b) to any third-party website, wallet address, service or smart contract that offers AKT in the manner described in clause 6.7;
 - c) risk losing their entire contribution and Akropolis shall not be responsible or liable for recovering or returning any such contributions to the Contributor, nor shall Akropolis be responsible or liable for any losses incurred by the Contributor in this respect.
- 6.5 Contributions must be received by the Smart Contract System (defined in clause 7.1) before the Contribution Period closes in accordance with clause 3.1. Time is of the essence in this respect and late contributions cannot be accepted. Late payments will be rejected by the Smart Contract System and Akropolis disclaims any responsibility or obligations in respect of such late Payments, including for any return thereof.
- 6.6 For the avoidance of doubt:
- a) Ethereum Classic (the native cryptographic tokens on the blockchain known as Ethereum Classic) ("**ETC**") or any cryptographic tokens resulting from any further forking of ETC are not and will not be deemed to be identical or equivalent to ETH and will not be accepted;
 - b) should ETH be forked at any time, Akropolis will determine the
 - c) cryptographic token of which branch or branches resulting from that forking will be accepted and will announce which, if any, tokens will be accepted as and when appropriate on the Website; and
 - d) no USD or any other fiat currencies or cryptographic tokens other than ETH will be accepted by Akropolis and no alternative arrangement you may make with any third party regarding contribution, including any spot or forward exchange rates available on any exchange or other market, will be binding on Akropolis.

7. Creation and issue of AKT through the Smart Contract System

- 7.1 Akropolis has deployed a smart contract system (the "**Smart Contract System**") on the Ethereum blockchain for the purposes of creating its own proprietary tokens, AKT, and issuing such AKT to the Contributor's Ethereum wallet. AKT shall be based on the EIP20 token standard and is intended to have the functionality set out in Schedule 1. All AKT will be generated when the Smart Contract System is deployed, and held by Akropolis until distribution.
- 7.2 Akropolis shall keep a record of all contributions received by the Contributor's wallet, including details of the time the contribution was received, the amount of the contribution, the conversion applicable to the contribution and the wallet address from which the contribution was sent ("**Contribution Records**").
- 7.3 In order to receive AKT, the Contributor must have an Ethereum wallet that supports the EIP20 token standard. The Contributor must send a notice to Akropolis which includes details of the wallet address. In other words, the Contributor's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of AKT, being tokens that are created based on the EIP20 token standard. Akropolis reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.
- 7.4 Following the conclusion of the Contribution Period, we shall undertake a contribution verification procedure based on the Contribution Records and other information that we may request pursuant to clause 5 above. Provided Akropolis is successfully able to verify your contribution, we shall send instructions to the Smart Contract System to initiate the creation and issue of AKT to the Ethereum wallet address which you send us notice of pursuant to clause 7.3.
- 7.5 Subject to compliance with the foregoing provisions of clauses 5, 6 and 7 above, delivery of AKT to shall be made immediately by the Smart Contract System, following receipt by the Smart Contract System of your contribution (subject to ordinary Ethereum blockchain waiting periods which should not exceed 72 hours and subject to the risks outlined in these T&Cs), by sending AKT to the Ethereum wallet address which you send us notice of pursuant to clause 7.3.
- 7.6 On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of Akropolis who shall be entitled to apply the contribution towards the development of the Akropolis Platform and other operating expenses relating to our business. The application of your

contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

8. Refunds, Refusals, Suspension and Termination of Contributions

- 8.1 Akropolis reserves the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Contributor. However, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.
- 8.2 Subject to clause 8.1 and except to the extent required by applicable law, all contributions received by Akropolis under these T&Cs are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from Akropolis.
- 8.3 At any time prior to satisfaction of the Completion Conditions, Akropolis may either temporarily suspend or permanently abort the Pre-Sale Fundraiser Token Generation Event for security reasons.
- 8.4 During any period of suspension or in the event that the Contribution Period is aborted, we shall not be able to receive and accept contributions, create AKT and/or issue AKT to Contributors. Contributors who send us contributions risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect.
- 8.5 Akropolis may, in its sole discretion, make a decision to refund the contribution made by the Contributor, Akropolis shall, within a reasonable period of time, exercise reasonable endeavours to procure that:
- a) contributions are returned to the bank account or wallet address from which the contribution was made; and
 - b) the same amount of ETH that was contributed is returned to the Contributor (exclusive of any applicable Gas, transaction fees, costs, charges and other administrative expenses incurred by us, or reasonably expected to be incurred by us, or reasonably expected to be incurred by us, in returning the contribution to the Contributor). For the avoidance of doubt, no interest will accrue on the value of any contribution including any contribution which is in fact returned.

- 8.6 If Akropolis has already converted some or all the contribution into any fiat currency or cryptographic tokens other than AKT, Akropolis will only be obliged to use the resulting fiat currency or cryptographic tokens to purchase ETH at the then prevailing market price before refunding the so acquired contribution, less any Gas, costs, fees and expenses, on a *pro rata* basis.

9. Token Functionality

- 9.1 Ownership of AKT carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Akropolis Platform (as further described in Schedule 1), if and to the extent the Akropolis Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the Akropolis Platform shall be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).
- 9.2 AKT are designed only for use in the manner expressly described in these T&Cs.
- 9.3 Subject to these T&Cs, you may:
- (a) hold AKT in your digital wallet;
 - (b) transfer AKT from your digital wallet; and
 - (c) access the Akropolis Platform. Access to the Platform will be subject to the Platform Terms, which will be published if and when it is developed.
- 9.4 You acknowledge and accept that AKT does not represent or constitute:
- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
 - b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Akropolis and/or the Akropolis Platform;
 - c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money);
or
 - d) the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties.

- 9.5 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments referred to in clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of AKT or to your storage, sale and/or transfer of AKT.
- 9.6 Akropolis makes no warranties or representations and offers no assurances (in each case whether express or implied) that AKT shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Akropolis Platform.
- 9.7 AKT are not transferable to any blockchain address during the lock-up period.
- 9.8 AKT that are purchased by you may be claimed by you only. Prior to the expiry of the lock-up period, you cannot transfer nor attempt to transfer (whether by legal or equitable assignment, trust, charge, sub-contract, novation or otherwise). AKT or any part or the whole of your rights, title or interest under these T&Cs, including your right to claim those AKT, to any other person or entity, whether with or without consideration.
- 9.9 All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognised by, nor binding on, Akropolis.
- 9.10 After expiry of the lock-up period, you may transfer to another wallet or address any AKT which you lawfully hold. Such transfer will be deemed effective, and a transfer of any AKT will only be effective, as at the time and date of the relevant transaction being included in a block on the Ethereum blockchain which has received such number of confirmations as Akropolis considers necessary for that transaction to be considered irreversible.
- 9.11 The owner of the wallet in which any AKT is held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that AKT for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither Akropolis nor any other person will be liable for so treating that person as absolute owner.
- 9.12 Akropolis agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effect the transfer of any AKT, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Ethereum blockchain in accordance with clause 9.11 above.
- 9.13 Notwithstanding any other provision in this clause, Akropolis reserves the right to treat as void any transfer of AKT which Akropolis reasonably believes to be unlawful for any reason.

- 9.14 Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of AKTs or any such market's liquidity.
- 9.15 If delivery of AKT to you, or the holding of AKT by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or Akropolis suspects that this may be the case, then:
- (a) Akropolis need not deliver any AKT nor return any payment or its equivalent to you nor, in either case, to any other person or entity;
 - (b) Akropolis may request, require or facilitate that steps be taken to ensure the full return of any AKT that you hold;
 - (c) Akropolis may remotely disable, deactivate or destroy any AKT that you hold;
 - (d) Akropolis reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for Akropolis to meet its legal and regulatory obligations; and
 - (e) such actions will be irrespective of any payment that has been made by you to Akropolis and Akropolis is under no obligation to provide reasons.

10. Contributor's Representations, Warranties and Acknowledgements

- 10.1 By participating in the Pre-Sale Fundraiser and sending a contribution to Akropolis, you hereby represent and warrant that:
- a) you have read and understood these T&Cs (including all the Schedules);
 - b) you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with Akropolis and to perform the obligations set out herein;
 - c) the acceptance of these T&Cs and the entry into a binding agreement with Akropolis shall not result in any breach of, be in conflict with, or constitute a material default under:
 - (i) any provision of the Contributor's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership);
 - (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or

- (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
- d) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic coins and tokens (like Bitcoin and ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
- e) you have obtained sufficient information about the potential future use and functionality of AKT to make an informed decision to participate in the Pre-Sale Fundraiser pursuant to these T&Cs;
- f) you understand that AKT confer only a limited potential future right or expectation to use and interact with the Akropolis Platform (see Schedule 1 for further details) and that AKT confer no other rights of any kind with respect to Akropolis and/or the Akropolis Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
- g) you acknowledge and understand that the proceeds from the sale of AKT may be utilized by Akropolis in its sole discretion, as described, but not limited to, the purposes outlined in the Akropolis Whitepaper. For avoidance of doubt, such proceeds will not be used for any illegal purpose or activity.
- h) if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with Akropolis on the terms set out herein;
- i) if you are making a contribution for the acquisition of AKT for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established and in each jurisdiction where it conducts business;
- j) if you are making a contribution for the purchase of AKT for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with Akropolis on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a contribution);
- k) you are making a contribution for the purchase of AKT to support the development, testing, deployment and operation of the Akropolis Platform and to potentially use and interact with the Akropolis Platform at a future point in time. You are not making a contribution under these

T&Cs for any other use or purpose, including, but not limited to, any investment, speculative, as some type of arbitrage strategy, for immediate resale or other financial purposes;

- l) any contribution to be made by you for the purchase of AKT is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
- m) you shall not use AKT to finance, engage in, or otherwise support any unlawful activities;
- n) the contribution shall be transferred to Akropolis from a Ethereum wallet that:
 - (i) is registered in your name or in the name of a person who is duly authorised by you to send a contribution to Akropolis; and
 - (ii) is not located in or that is not registered in the name of a person located in or resident of the USA, Singapore, China or any country or territory that is the subject of relevant sanctions and/or has been designated by the Financial Action Task Force as a "non-cooperative country or territory";
- o) making a contribution and receiving AKT under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
- p) you are not a citizen of or resident or domiciled in the USA, Singapore or China or making a contribution for the purchase of AKT from a location in the USA, Singapore or China, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of the USA, Singapore or China, nor are you making a contribution for the purchase of AKT for or on behalf of any such person or entity;
- q) you are not making a contribution for the purchase of AKT for on behalf of any syndicate pool;
- r) you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority.

- s) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKT;
- t) you shall provide us with an Ethereum wallet that supports the EIP20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as AKT) for the purposes of receiving AKT;
- u) you understand and accept the risks of contributing to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs;
- v) you understand that AKT are solely rights to access and use services and products on the Akropolis Platform, and do not have any attribute that provides the holder with equity, creditor or similar rights. AKT should not be considered investments of any type, including but not limited to, any form of currency or security, and the Contributor should not expect profits of any type from acquiring AKT nor acquire AKT for any type of investment purposes;
- w) you acknowledge that you fully understand the contents of the Project Documentation provided by Akropolis and are participating in the Pre-Sale Fundraiser with the intention of fully accepting the risk of the failure of the Akropolis Platform;
- x) you making a contribution primarily to support the development, testing, deployment and operation of Akropolis Platform, being aware of the risks associated with it (as further described in Schedule 2 to these T&Cs), and are not contributing to the Company for any speculative, investment or other financial purposes;
- y) you shall waive the right to participate in a class action lawsuit or a class-wide arbitration against Akropolis, its founders and team members or any entity or individual involved in the development of the Akropolis Platform;
- z) you understand that you do not have any right against Akropolis, the founders and team members or any other party to request any refund of your contribution provided during the Pre-Sale Fundraiser;
- aa) you understand that you bear the sole responsibility to determine if your contribution and obtainment of AKT, use of AKT and the potential appreciation or depreciation in the value of AKT over time, the sale and purchase of AKT and/or any other action or transaction related to AKT, Akropolis or the Akropolis Platform have tax implications for you;

- bb) you understand and accept that AKT has no intrinsic value except in relation to its potential utility, and that there may be no secondary market in AKT. To the extent that a secondary market exists or develops, the exchange value of AKT may fluctuate and Contributor may suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of AKT, many or even all of which may not be full transparent to Contributor; and
- cc) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these T&Cs.

10.2 If you cannot make all of the representations and warranties set out in clause 10.1, you must not seek to purchase or hold AKT or make a contribution. Any AKT distributed to you or held by you in violation of this clause are deemed void and will not be recognised by nor binding on Akropolis.

10.3 Akropolis reserves the rights to deny and invalidate contribution made by, and/or withhold the distribution or activation of AKT from, any contributor who has made a false, incomplete or misleading representation in the opinion of Akropolis.

10.4 You agree that:

- (a) you will review any announcements connected with AKT and the Token Generation Event made on the Website;
- (b) you will purchase, hold and use AKT only for the purposes and in the manner expressly permitted by these T&Cs;
- (c) you will notify Akropolis immediately if any of the representations and warranties you make under these T&Cs becomes untrue, incomplete, invalid or misleading in any respect;
- (d) you will not engage in any activity that interferes with or disrupts the Pre-Sale Fundraiser or Token Generation Event in any way, including by sending excessively frequent payments to the Smart Contract System;
- (e) you will keep, and are fully responsible for keeping, your digital wallet (including private keys) confidential, secure, intact and under your control at all times;
- (f) you will appraise yourself of and take (and bear sole responsibility for taking) any further action (subject to these T&Cs) as you may consider necessary to protect your interests in the event of technical changes which may affect AKT, including any source code update or fork;

- (g) you will not reproduce, duplicate, copy or reverse engineer AKT for any purpose;
- (h) you will observe all applicable laws and regulations (including tax laws and regulations) in such manner that will, to the best of your knowledge and belief, result in compliance by you and Akropolis in any jurisdiction in which you directly or indirectly:
 - i. purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange AKT;
 - ii. enter into or perform your obligations under these T&Cs; or
 - iii. distribute these T&Cs or any advertisement or similar material;
- (i) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKT; and
- (j) you agree to provide promptly such evidence of your compliance with these T&Cs as Akropolis may at any time reasonably require.

11. Risks

You acknowledge and agree that sending a contribution to Akropolis, the creation and issue of AKT and the development and deployment of the Akropolis Platform carries significant potential financial, regulatory, reputational risks and other risks, including but not limited to those set out in Schedule 2 of these T&Cs.

BY MAKING A CONTRIBUTION TO AKROPOLIS AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 2.

12. Audit of the Smart Contract System

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

13. Security

- 13.1 You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism that you use to send a contribution to Akropolis and to receive and store AKT that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your AKT. Akropolis shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of AKT nor shall we be under any obligation to recover or return any AKT and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) AKT issued to you during the Pre-Sale Fundraiser.

14. Intellectual Property

- 14.1 In this clause 14, "Akropolis **IP Rights**" means in relation to Akropolis, AKT, the Pre-Sale Fundraiser, the Token Generation Event, the Akropolis Platform and the Website, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights;
- 14.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any Akropolis IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Akropolis IP Rights and you understand and accept that by making a contribution for the purchase of AKT pursuant to these T&Cs you shall not:
- a) acquire or otherwise be entitled to any Akropolis IP Rights;
 - b) make a claim in respect of any Akropolis IP Rights or any other equivalent rights; or
 - c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Akropolis IP Rights, except with our prior written consent.

15. Indemnity

- 15.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Akropolis and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Akropolis Parties**") from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
- a) your acquisition or use of AKT under these T&Cs;
 - b) the performance or non-performance of your responsibilities or obligations under these T&Cs;
 - c) your breach of any of the terms and conditions set out in these T&Cs;
 - d) your breach of any rights of any other person or entity; or
 - e) your purchase, holding, use, offering, sale, transfer, delivery, re-sale, re-offering or exchange of AKT being in violation of any regulatory requirements imposed in any relevant jurisdiction; or
 - f) Akropolis exercising, enforcing or preserving its rights, powers or remedies (or considering doing so) with respect to you in connection with these T&Cs.
- 15.2 Akropolis reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 15.1.
- 15.3 The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to Akropolis under applicable law.

16. Disclaimers

- 16.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:
- a) AKT are sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to AKT, the Akropolis Platform,

Pre-Sale Fundraiser or Token Generation Event (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

- b) we do not represent or warrant that AKT, the Akropolis Platform, Pre-Sale Fundraiser or Token Generation Event are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- c) we cannot and do not represent or warrant that AKT or the delivery mechanism for AKT are free of viruses or other harmful components.

16.2 Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. AKT should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate re-sale.

16.3 No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

17. Limitation of Liability

17.1 To the fullest extent permitted by applicable law, in no circumstances shall:

- a) Akropolis or any of the Akropolis Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of AKT or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if Akropolis or any of the Akropolis Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
- b) the aggregate liability of Akropolis and the Akropolis Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use AKT, exceed the amount of your contribution.

- 17.2 The limitations and exclusions of liability set out in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of Akropolis, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

18. Taxation

- 18.1 You are solely responsible for determining whether your contribution to Akropolis for the development of the Akropolis Platform, the creation, ownership, use, sale, transfer or liquidation of AKT, the potential appreciation or depreciation in the value of AKT over time (if any), the allocation of AKT and/or any other action or transaction contemplated by these T&Cs or related to the Akropolis Platform will give rise to any tax implications on your part.
- 18.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be required to pay tax. Akropolis shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of AKT under or in connection with these T&Cs.
- 18.3 You agree not to hold Akropolis or any of the Akropolis Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of AKT or any other action or transaction related to the Akropolis Platform or the Pre-Sale Fundraiser.

19. Data Protection

- 19.1 In order to become eligible to make a contribution, we may collect personal data from you including, but not limited to, information and documents listed in clause 19.2. This data is collected, processed and stored in order to allow you to make a contribution and is required amongst other purposes in order to allow us to comply with legal obligations to which we are subject in respect of due diligence and the prevention and detection of money-laundering and terrorist financing. All personal data collected in connection with these T&Cs shall be collected, processed and stored in accordance with our Privacy Policy which can be found on the Akropolis Website. It also contains information on your rights to access; rectification; erasure; restriction on processing; objection to processing and portability of your
- 19.2 If we make an information request in accordance with clause 5, we may require you to provide information and documents relating to (without limitation):
- a) your identity;

- b) your address;
 - c) the source of your wealth;
 - d) the source of funds used for the purposes of purchasing AKT; and/or
 - e) any other documents or data from which you can be identified,
- (together your "**Personal Data**").

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

19.4 We shall process your Personal Data in accordance with the Gibraltar Regulatory Authority Data Protection Act 2004, as may be amended ("**Data Protection Act**"), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) the purchase of AKT and the processing of transactions related to the Pre-Sale Fundraiser pursuant to these T&Cs;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining or operating a bank account in Akropolis' name;
- f) subject to clause 20, resolving any Disputes with you;
- g) producing summary information for statistical, regulatory and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

19.5 Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to

object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

- 19.6 You agree that we may, for the purposes set out in clause 19.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers. Where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent before processing the data.
- 19.7 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by Akropolis, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in clause 19.3. In order to access the Akropolis Platform and provide or receive services therein or otherwise use and interact with the Akropolis Platform, you will be required to accept the Platform Terms. The Platform Terms will also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Akropolis Platform.

20. Dispute Resolution by Arbitration

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

- 20.1 **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Akropolis waive your and Akropolis' respective rights to:

- (i) have any and all Disputes arising from or related to these T&Cs resolved in a court, and
- (ii) a jury trial in court.

Instead, you and Akropolis will arbitrate Disputes through binding arbitration. Binding arbitration is the referral of a Dispute to a qualified person(s) who will

review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

20.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs is personal to you and Akropolis and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding in any circumstances. There will be no class or other type or representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

20.3 Arbitration Rules. Any dispute arising out of or in connection with these T&Cs, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (“**LCIA Rules**”), which are available at: http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx and are deemed to be incorporated by reference in this clause 20. By agreeing to be bound by these T&Cs, you either:

- (i) acknowledge and agree that you have read and understood the LCIA Rules, or
- (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any

20.4 Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Akropolis shall be sent by e-mail to community@akropolis.io. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include:

- (i) your personal details including, name, postal address, email address and telephone number;
- (ii) a reasonably detailed description in reasonable detail of the nature or basis of the Dispute; and
- (iii) the specific relief that you are seeking.

If you and Akropolis cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable Party, then either you or Akropolis may, as appropriate and in accordance with this clause 20, commence an arbitration proceeding.

20.5 Process. Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA. The courts located in Gibraltar will have exclusive jurisdiction over

any appeals and the enforcement of an arbitration decision.

20.6 Authority of Arbitrator. These T&Cs, the applicable LCIA Rules and the arbitrator will have:

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

The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

20.7 Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause 20 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause 20 will remain valid and enforceable. Further, the waivers set forth in clause 20.2 above are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.

21. Miscellaneous

- 21.1 The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of miners could at any point to make changes to the Smart Contract System. As a result, AKT may lose intrinsic value.
- 21.2 If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable, then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining term, clause or provision.
- 21.3 These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

- 21.4 You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Akropolis in relation to the subject matter of these T&Cs at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
- 21.5 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Akropolis and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Akropolis Platform.
- 21.6 Subject to clause 20, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Gibraltar Law.
- 21.7 The Parties irrevocably agree that the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).

22. Variation

The Parties expressly agree that the Company may unilaterally amend these T&Cs from time to time, including but not limited to, where there are changes to the intended functionality of AKT, where it is required for conducting the Token Generation Event, and/or as may be otherwise required by any laws or regulatory requirements to which Akropolis may or become subject. Akropolis' right to unilaterally vary these T&Cs shall not apply to clause 4 of these T&Cs the variation of which shall not be effective absent the written consent of the Contributor. Akropolis will notify the Contributor of any changes to these T&Cs by sending an email to the Contributor. Any amendments shall become effective immediately upon notice being given to you in accordance with this clause 22.

23. Survival

This clause and clauses 9, 10, 14, 15, 16, 17, 18, 19, 20, 22, and 24 survive termination of these T&Cs and remain binding and effective at all times.

24. Notices

- 24.1 You agree that Akropolis may give notices and communications, under or in connection with these T&Cs by announcement on the Akropolis Website, and that such notice is deemed to be effective and received by you at the time it

is published on the Akropolis Website. It is your responsibility to regularly check the Akropolis Website for any such notices.

24.2 All notice and communications from Akropolis must be in English but may be accompanied by one or more translations authorised by Akropolis.

24.3 Any translation of any notice and/or communication under or in connection with these T&Cs made by Akropolis, whether authorised by Akropolis or prepared by a third-party, has no legal effect and is provided for convenience only.

SCHEDULE 1

INTENDED FUNCTIONALITY OF AKT ON THE AKROPOLIS PLATFORM

AKT will be an essential utility for users of the Akropolis Platform as AKT enables interaction within the Akropolis Platform and acts as the main driver of the Akropolis ecosystem. AKT will effectively operate as an “in-app currency”, the sole purpose of which is to allow users to participate on the Akropolis Platform.

AKT has a number of purposes within the Akropolis Platform depending on the role the user chooses to take on. It is envisaged that users of the Akropolis Platform will be able to undertake the following tasks using AKT, in each case subject to further consideration, and legal and regulatory advice:

- ability to get access to information relating to a user’s pension;
- ability to receive a forecast of expected balances relating to a user’s pension;
- ability to access information relating to an asset’s performance on a dashboard;
- ability to share additional data so as to receive rewards;
- ability to start a portfolio through the Platform; and
- ability to upload information on the Platform.

It is envisaged that AKT will need to be used to gain access to these tasks, with the precise number of AKT required depending on the precise tasks involved.

AKT do not have any functionality or utility outside the Akropolis Platform. The functionality and utility of AKT will therefore be limited to interacting with users/content within the confines of a single platform.

It is therefore intended that AKT will continuously circulate within the Akropolis Platform ecosystem. The Akropolis Platform will therefore be structured as a “closed system” insofar as the use of AKT is concerned. Whilst it is possible that a secondary market could develop for trading AKT, Akropolis will not create such secondary markets nor will it act as an exchange for AKT. To the extent a secondary market or exchange for trading AKT does develop, it would be operated wholly independently of Akropolis, the Token Generation Event and the Akropolis Platform.

POSSIBILITY OF CHANGE TO THE INTENDED FUNCTIONALITY OF AKT

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

AKT TOKEN CREATION AND INTENDED DISTRIBUTION (please refer to the Akropolis Website for further information).

Akropolis will create 900,000,000 AKT. Akropolis intends to allocate the proceeds of the Token Generation Event as per the Akropolis Website.

SCHEDULE 2

RISK FACTORS

1. Risk of software weaknesses: AKT, the Smart Contract System and the Akropolis Platform are based on the Ethereum protocol: as a result, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on AKT, the Smart Contract System and/or the Akropolis Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the AKT (including the utility of AKT for obtaining services), the Smart Contract System and/or the Akropolis Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating AKT will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or AKT.

2. Regulatory risk: Blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications. These may be contrary to the current setup of the Smart Contract System and which may, inter alia, resulting in substantial modifications to the Smart Contract System and/or the Akropolis Platform, including its termination and the loss of AKT for the Contributor. Additionally, regulation of proposed activities of the Akropolis Platform is currently uncertain and may be subject to change without notice. In particular, the regulatory framework for the proposed Akropolis Platform and associated activities are largely untested. Therefore there is uncertainty as to the legal and regulatory licences and requirements that will be required. It is also uncertain as to whether Akropolis will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.

3. Risks associated with uncertain regulations and enforcement actions: The regulatory status of AKT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the Akropolis Platform and AKT. It is equally difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Akropolis Platform and AKT. Regulatory actions could negatively impact the Akropolis Platform and AKT in various ways, including, for purposes of illustration only, through a determination that AKT are a regulated financial instrument that requires registration or licensing. Akropolis may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

4. Risk of abandonment / lack of success: The creation and issue of AKT and the development of the Akropolis Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding and lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Akropolis Platform is partially or fully developed and launched, you will receive any benefits through AKT that you hold.

5. Risk associated with other applications: The Akropolis Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which AKT will have no intrinsic value.

6. Risks associated with markets for AKT: We do not enable or otherwise facilitate any secondary trading or external valuation of AKT. This may restrict the avenues for using AKT, and could therefore create illiquidity risk with respect to any AKT Akropolis you own. Even if secondary trading of AKT is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation.

Furthermore, to the extent that any third party ascribes an external exchange value to AKT (for example, as denominated in a cryptocurrency or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing AKT as a form of investment on a speculative basis or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated. You therefore accept that AKT is not offered by Akropolis or our affiliates on an investment basis.

You further acknowledge that any contribution that you make under these T&Cs will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar.

7. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: AKT can only be accessed by using an Ethereum wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained AKT associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your AKT. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store AKT, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your AKT.

8. Risk of theft: The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or AKT, adversely impacting the ability to develop the Akropolis Platform and derive any usage or functionality from AKT. Furthermore, because the Akropolis Platform is based on open-source software, there is a risk that a third party or a member of the Akropolis team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Akropolis Platform, which could negatively affect the Akropolis Platform and AKT.

9. Risk of Ethereum mining attacks: The blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the AKT via the Smart Contract System, and that a majority of miners could at any point

to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the AKT losing intrinsic value and/or functionality.

10. Risk of incompatible wallet service: The wallet or wallet service provider used to receive AKT must conform to the EIP20 token standard in order to be technically compatible with AKT. The failure to ensure such conformity may result in the inability to access your AKT.

11. Risk of hard-fork: The Akropolis Platform will need to go through substantial development works which may result in significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to AKT may be required (hard-fork of AKT) and that, if you decide not to participate in such upgrade, you may no longer be able to use your AKT and any non-upgraded AKT may lose its functionality in full.

12. Risk of uninsured losses: Unlike bank accounts or accounts at some other financial institutions, AKT are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

13. Risks arising from taxation: The tax characterization of AKT is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of AKT, which may result in adverse tax consequences to you. This includes without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

14. Risk of an unfavourable fluctuation of Ethereum and other currency value: Akropolis intends to use the contributions received to fund the development of the Akropolis Platform and various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuate unfavourably during or after the Contribution Period, Akropolis may not be able to fund the development of, may not be able to maintain, the Akropolis Platform in the manner that it intended, or may affect the utility of AKT.

15. Risk of dissolution of the Company or network: It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in AKT utility, the failure of commercial relationships, or intellectual property ownership challenges, it may no longer be viable for the Akropolis Platform to operate and consequently, Akropolis may dissolve.

16. Risks arising from lack of governance rights: As AKT confer no governance rights of any kind with respect to the Akropolis Platform or Akropolis, all decisions involving the Akropolis Platform or Akropolis will be made by Akropolis acting in its

sole and absolute discretion, including, but not limited to, decisions to discontinue the Akropolis Platform, to create and issue more AKT, or to sell or liquidate Akropolis. These decisions could adversely affect the Akropolis Platform and/or AKT you hold.

17. Risks arising from the publishing industry: the publishing industry, and by extension the Akropolis Platform, are subject to a variety of federal, state and international laws and regulations, including those with respect to intellectual property, employment, Know-Your-Client/Anti-Money Laundering and customer due diligence procedures, privacy and data protection, consumer protection, data security, and other applicable laws. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Akropolis Platform could be enacted, which could impact the utility of AKT in the Akropolis Platform. Additionally, the Akropolis Platform users are subject to or may be adversely affected by industry specific laws, regulations or licensing requirements. If any of these parties fail to comply with any such licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise extended, it could adversely impact the Akropolis Platform and AKT, including its functionality.

18. Risks associated with the development and maintenance of the Akropolis Platform: The Akropolis Platform is still under development and may undergo significant changes over time. Although we intend for AKT and Akropolis Platform to function as described in Schedule 1, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the AKT or the Akropolis Platform for any number of legitimate reasons. Moreover, we have no control over how other participants will use the Akropolis Platform, what products or services will be offered through the Akropolis Platform by third parties, or how third-party products and services will utilize AKT (if at all). This could create the risk that AKT or the Akropolis Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Akropolis Platform, it is still possible that the Akropolis Platform will experience malfunctions or otherwise fail to be adequately developed or maintained. This may negatively impact the Akropolis Platform, AKT, and the potential utility of the AKT, including the utility of the AKT to obtain services, offer rewards and/or being used in the manner intended at the time of the Token Generation Event.

19. Risk of Competing Platforms: It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Akropolis Platform and attempt to facilitate services that are materially similar to the services offered by or within the Akropolis Platform. The Akropolis Platform may compete with these alternatives, which could negatively impact the Akropolis Platform and AKT, including the utility of the AKT for obtaining services offered by or within the Akropolis Platform.

20. Unanticipated Risks: Cryptographic tokens such as AKT are a new and untested technology. In addition to the risks set out in this Schedule 2, there are other risks associated with your acquisition, storage, transfer and use of AKT, including those that Akropolis may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 2.

21. Jurisdiction related risks: Residents, citizens or persons having a relevant connection with certain jurisdictions are excluded from the Pre-Sale Fundraiser and Token Generation Event. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction.

You are responsible for ensuring that the delivery, holding, use or exchange of AKT is, and remains lawful despite changes to applicable laws, your residence and circumstances.

22. Lack of operating history of the Company: The Company is a newly formed entity, and has no operating history or track record that could be used (on its own) to evaluate its ability to deliver the Akropolis Platform.

23. Further token generation events and development and sale of additional tokens: The Company may, from time to time, and without prior notice or consultation, sell additional AKT outside of the Token Generation Event. Further, the Company may develop or otherwise raise funding for the Akropolis Platform through any other means it deems necessary. You will not necessarily receive notice of the sale of additional AKT or of any other tokens or fundraising means.

24. Reliance on the internet: AKT, the Pre-Sale Fundraiser, the Token Generation Event and the Akropolis Platform rely heavily on the internet. However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, or the loss of confidentiality in the transmission of data, may occur when transmitting data via the internet.