



THESE TERMS AND CONDITIONS ("TERMS") APPLY TO EACH PROSPECTIVE PURCHASER OF FLINTER TOKENS ("FLT tokens").

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

1. Parties to these Terms

These Terms constitute a binding agreement between:

1.1. Flinter ("Flinter", "Company", "we", "us" or "our" as the context may require) and its successors in interests and assigns.

1.2. The natural or legal person who/which accepts these Terms and agrees to and makes a contribution to the Company as set out in these Terms ("Contributor", "you" or "your" as the context may require).

In these Terms, you and the Company are hereinafter collectively referred to as the "Parties" and each individually as a "Party" as the context may require.

If you have any questions relating to these Terms, please contact us at info@flinter.io.

2. Flinter Ecosystem

2.1. The Company will be the creator of its own proprietary tokens under these Terms known as FLT.

2.2. Except as otherwise agreed in these Terms, the information contained in the Flinter Documentation are for descriptive purposes only, are not binding and do not form part of these Terms.

3. Scope of Terms

3.1. Save as otherwise set out in these Terms, these Terms (including any terms incorporated herein by reference), govern only your contribution to the Company for the purchase of FLT during the AirDrop (as such terms are defined in clause 5 below).

3.2. Any potential future use of FLT in connection with the provision or receipt of services on the Flinter Ecosystem will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Flinter Ecosystem (the "Ecosystem Terms"). Such Ecosystem Terms will be made available to Flinter Ecosystem users, if and when the Flinter Ecosystem is developed and implemented.

4. Definitions & Interpretation

4.1. Definitions

Various definitions are set out in these Terms. Some definitions are replicated below and others are contained in the relevant parts of these Terms.

In these Terms, the following expressions shall have the following meanings:

"Flinter Website" means flinter.io.

"Flinter Terms of Use" means the terms of use of the Flinter Website which can be viewed at this link



"FLT" means the Flinter Ecosystem Coin, a utility token more particularly described in the Flinter Whitepaper and in these Terms.

"Flinter Ecosystem" means the range of products and services to be created and offered by us as more particularly set out in the Flinter Whitepaper and in these Terms.

5. Right to request information

5.1. Before you are able to make a contribution to the Company or at any time after making a contribution, we may (in our sole and absolute discretion):

(a) request you to provide certain information and documentation for the purposes of satisfying any know your customer" or similar obligations as determined by the Company; and

(b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of FLT to you.

5.2. You agree that you will, promptly upon the Company's request, supply such information and documentation as may be reasonably requested by us pursuant to clause 8.1 in order for us to:

(a) carry out, to our satisfaction, all "customer due diligence" and other similar checks as determined by the Company; and

(b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of FLT to you as contemplated by these Terms.

5.3. You acknowledge and accept that we:

(a) may, in our absolute discretion and without providing reasons, refuse or reject any contributions for the purchase of FLT; and

(b) are not required to create or issue FLT to you, unless and until you provide all information and documentation that we may request under this clause 8 and we have determined, in our absolute discretion, that it is permissible to create and issue FLT to you under applicable law.

6. Creation and issue of FLT through the Smart Contract System

6.1. The Company has deployed a smart contract system (the "Smart Contract System") on the Ethereum blockchain for the purposes of creating FLT and issuing such FLT (to those Contributors who qualify) to the Contributor's Ethereum wallet. FLT will be based on the ERC20 token standard and each token is intended to have the utility set out in the Flinter Whitepaper.

6.2. The Company will keep a record of:

(a) all ETH contributions received by the Company's ETH wallet; the time the contribution was received;

(b) the amount of the contribution; and

(c) the ETH wallet address or BTC wallet address from which the contribution was sent (as the case may be).

(collectively, the "Contribution Records").



6.3. In order to receive FLT, Contributors must have, and must notify the Company in accordance with the procedures specified by the Company on its Website (Flinter.io) of the address of an Ethereum wallet that supports the ERC20 token standard. The Contributor's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of FLT, being tokens that are created based on the ERC20 token standard. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time acting in its sole and absolute discretion.

6.4. Subject to compliance with clauses 8, 9 and 10 and at the Company's sole discretion, the Smart Contract System will distribute the applicable number of FLT to the Ethereum wallet address notified to it under clause 10.3, upon confirmation by the Company of its receipt of the relevant contribution in accordance with these Terms. The distribution of FLT is at the Company's sole and absolute discretion.

6.5. Without limiting the grounds upon which the Company may refuse to distribute tokens, if distribution of FLT to you, or the holding of FLT by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or the Company suspects this may be the case, then:

(a) the Company need not distribute any FLT or return any contribution or its equivalent to you nor, in either case, to any other person or entity;

(b) the Company may request, require or enable steps be taken to ensure the full return of any FLT that you hold;

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

(d) such actions will be irrespective of any contribution that has been made by you to the Company and/or any other third party, and the Company is not required to provide reasons.

6.6. On distribution, FLT will be inactive (which means they are not transferable and must be activated by the Company in order to be transferable to any third party in accordance with clause 11).

6.7. On receipt of your contribution, such contribution will immediately become the sole and exclusive property of the Company who will be entitled to apply the contribution towards the development of the Flinter Ecosystem and other operating expenses relating to our business. The application of your contribution will be determined by us acting in our sole and absolute discretion and we are not under any obligation to inform you or otherwise verify how your contribution is used.

7. Transferability

7.1. FLT that are purchased by you may be claimed by you only. FLT are not transferable to any blockchain address prior to activation. Prior to activation of any FLT, you cannot transfer nor attempt to transfer (whether by legal or equitable assignment, trust, charge, sub-contract, novation or otherwise, FLT or any part or the whole of your rights, title or interest under these Terms, including your right to claim those FLT, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognized by, nor binding on, the Company.

7.2. FLT are transferable, after activation by the Company, subject to these Terms.

7.3. After activation, you may transfer to another wallet or address any FLT which you lawfully hold. Such transfer will be deemed effective, and a transfer of any FLT 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 the Company considers necessary for that transaction to be considered irreversible.

7.4. If you transfer FLT to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that FLT is further transferred are each deemed to be bound by these Terms as Contributors for the period of time they hold such FLT.

7.5. By transferring any FLT, you assign all your rights, title and interest under these Terms to the owner of the wallet or address to which you transfer that FLT.

7.6. The owner of the wallet in which any FLT 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 FLT 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 the Company nor any other person will be liable for so treating that person as absolute owner.

7.7. The Company 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 FLT, 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 11.4 above.

7.8. Notwithstanding any other provision in this clause 11, the Company reserves the right to treat as void any transfer of FLT which the Company reasonably believes to be unlawful for any reason.

7.9. Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of FLT or any such market's liquidity.

8. Token utility

8.1. Ownership of FLT carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Flinter Ecosystem as may be made available from time to time, (as further described in the Flinter Ecosystem), if and to the extent the Flinter Ecosystem is developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the Flinter Ecosystem will be subject to any restrictions and limitations set out in these Terms and/or in the Flinter Terms of Use (as applicable).

8.2. You acknowledge and accept that FLT does not represent or constitute:

(a) any ownership right or stake, share, equity, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, commodity, bond, warrant, certificate debt or hybrid instrument or any other financial instrument or investment entitling the holder to interest, dividends or any kind or return or carrying equivalent rights (including in respect of the Company or the Flinter Ecosystem);

(b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the Flinter Ecosystem;

(c) any form of currency, money, deposit or legal tender, whether fiat or otherwise, in any jurisdiction, nor do they constitute any substitute or representation of currency, money, deposit or legal tender (including electronic money); or



(d) right, title, interest or benefit whatsoever in whole or in part, in the Flinter Ecosystem, the Company or any assets related to either of them, except that FLT may in future be used in connection with transactions on the Flinter Ecosystem if and when it is developed and deployed, subject to these Terms and the terms of use of the Flinter Ecosystem.

8.3. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of clause 13.2 do not apply to any contribution made under these Terms for the acquisition of FLT or to your storage, sale and/or transfer of FLT.

8.4. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that FLT will confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Flinter Ecosystem.

8.5. You acknowledge and agree that:

(a) you have no expectation of obtaining any governance rights over the Flinter Ecosystem or of influencing the development of the Flinter Ecosystem except as otherwise agreed in writing by the Company;

(b) the number of FLT required for any particular transaction in respect of the Flinter Ecosystem will be determined by the Company; and

(c) there is no guarantee or assurance that development of any aspect of the Flinter Ecosystem will be completed, that the Flinter Ecosystem will ever be released, or of the quality, nature or standard of the services, features and/or attributes (if any) that will be made available through the Flinter Ecosystem.

8.6. We are in the process of undertaking a legal and regulatory analysis of the utility of FLT. Following the conclusion of this analysis, we may decide to amend the intended utility of FLT in order to ensure compliance with any legal or regulatory requirements to which we are subject. We will publish a notice on the Flinter Website of any changes that we decide to make to the utility of FLT and it is your responsibility to regularly check the Flinter Website for any such notices. On the conclusion of this analysis, we will decide whether or not to change the utility of FLT. You acknowledge and agree that that we may, at our sole discretion, amend the intended utility of FLT and that you shall have no recourse against us for making any such amendments.

9. Contributor's representations and warranties

9.1. You undertake and agree to notify the Company immediately if any of the representations and warranties set out in Schedule 1 of these Terms becomes untrue, incomplete, invalid or misleading in any respect.

9.2. If you cannot make all of the representations and warranties set out in Schedule 1 of these Terms, you must not seek to purchase or hold FLT or make a contribution. Any FLT distributed to you or held by you in violation of this clause 14 are deemed void and will not be recognized by nor binding on the Company.

9.3. The Company reserves the rights to deny and invalidate contributions made by, and/or withhold the distribution of FLT from, any Contributor who has made a false, incomplete or misleading representation, in the opinion of the Company or which may, in the Company's view, otherwise breach applicable law.

10. Risks

You acknowledge and agree that sending a contribution to the Company, the creation and issue of FLT and the development and deployment of the Flinter Ecosystem carries significant financial, regulatory and



reputational risks, including but not limited to those set out in Schedule 2 of these Terms and in the Flinter Whitepaper.

BY MAKING A CONTRIBUTION TO THE COMPANY AND ACCEPTING THESE TERMS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 2 OF THESE TERMS AND IN THE Flinter WHITEPAPER ARE NOT NOR ARE THEY INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

11. Audit of the Smart Contract System

11.1. The Company will exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

11.2. Notwithstanding clause 16.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted may 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 FLT are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of ETH, BTC contributions and/or FLT.

12. Security

12.1. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Company and to receive and store FLT 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 FLT. The Company is not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of FLT nor will we be under any obligation to recover or return any FLT.

12.2. The Company excludes (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) FLT issued to you.

13. Intellectual property

13.1. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any of the Company's IP Rights. We at all times retain ownership, including all rights, title and interests in and to the Company's IP Rights and you understand and accept that by making a contribution for the purchase of FLT pursuant to these Terms you will not:

- (a) acquire or otherwise be entitled to any Company's IP Rights;
- (b) make a claim in respect of any Company's IP Rights or any other equivalent rights; or
- (c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any

Company's IP Rights, except with our prior written consent.



14. Indemnity

14.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, associates, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- (a) your acquisition or use of FLT under these Terms;
- (b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these Terms;
- (c) your breach of any of the terms and conditions set out in these Terms; or
- (d) your breach of any rights of any other person or entity.

14.2. The Company reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 19.1.

14.3. The indemnity set out in this clause 19 is in addition to, and not in lieu of, any other remedies that may be available to the Company under any applicable law.

15. Disclaimers

15.1. To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- (a) FLT 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 FLT (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 FLT 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 FLT or the distribution mechanism for FLT are free of viruses or other harmful components.

15.2. No regulatory authority has examined or approved any of the information set out in these Terms and/or the Flinter 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 Terms and/or the Flinter Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

16. Limitation of liability

16.1. To the fullest extent permitted by applicable law, in no circumstances will:

- (a) the Company or any of the Company Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages



for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of FLT or otherwise related to these Terms, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

(b) the aggregate liability of the Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these Terms or the use of or inability to use FLT, exceed the amount of your contribution.

16.2. The limitations and exclusions of liability set out in clause 21.1 do not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of any Company Indemnified Party, nor will it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

17. Assignment and novation

17.1. The Company may assign, transfer, novate or otherwise deal in any manner, all or any part of the benefit of these Terms and any of its rights, remedies, powers, duties and obligations under these Terms to any person, without your consent and in any way the Company considers appropriate.

17.2. You agree that you may not claim against any assignee, transferee or any other person who has an interest in these Terms, any right of set off or other rights that you have against the Company.

18. Termination

18.1. Notwithstanding any other provision of these Terms, the Company may at any time and for any reason immediately terminate these Terms as between you and it without prior notice or need to specify reasons, including if:

(a) you have breached any provision of these Terms or acted in a manner which clearly shows that you do not intend to or are unable to comply with any provision in these Terms;

(b) the Company reasonably considers it is required to do so by the application of any laws or regulations or by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction); or

(c) the Company determines that performing its obligations under these Terms is no longer commercially viable.

18.2. Subject to these Terms, nothing in this clause 23 affects your rights to any FLT of which you are the absolute owner of.

19. Survival

19.1. The following clauses survive termination of these Terms and remain binding and effective at all times:

(a) this clause 24;

(b) clause 12 (Refunds, refusals, suspension and termination of contributions);



- (c) clause 13 (Token utility);
- (d) clause 14 (Contributor's representations and warranties);
- (e) clause 18 (Intellectual property)
- (f) clause 19 (Indemnity);
- (g) clause 21 (Limitation of liability);
- (h) clause 25 (Waiver of set-off);
- (i) clause 27 (Personal Data); and
- (j) clause 28 (Dispute resolution by arbitration).

20. Waiver of set-off

20.1. You acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of FLT or under these Terms under the laws of any jurisdiction.

21. Taxation

21.1. You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the transfer of ETH or BTC, the creation, ownership, use, sale, transfer or liquidation of FLT, the potential appreciation or depreciation in the value of FLT over time (if any), the allocation of FLT and/or any other action or transaction contemplated by these Terms or related to the Flinter Ecosystem will give rise to any tax implications on your part.

21.2. You are solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company is not 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 FLT under or in connection with these Terms.

22. Personal Data

22.1. If we make an information request in accordance with clause 8, 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 FLT; and
- (e) any other documents or data from which you can be identified;

(collectively, your "Personal Data").



22.2. We will not disclose your Personal Data except as expressly permitted under these Terms 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 Terms, 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.

22.3. We will process your Personal Data in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), 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) providing you with information about us and our range of services;
- (b) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- (c) management of enquiries and complaints;
- (d) opening, maintaining or operating a bank account in the Company's name;
- (e) subject to clause 28, resolving any Disputes with you;
- (f) producing summary information for statistical, regulatory and audit purposes; and/or
- (g) any other reasonable purposes in accordance with applicable law.

22.4. Under the GDPR 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.

22.5. You agree that we may, for the purposes set out in clause 27.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

22.6. You acknowledge, accept and understand that these Terms, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in 25.3. In order to access the Flinter Ecosystem and provide or receive services therein or otherwise use and interact with the Flinter Ecosystem, you will be required to accept the Flinter Terms of Use which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Flinter Ecosystem.

23. Dispute resolution by arbitration

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



23.1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Dispute(s)") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

23.2. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

23.3. Arbitration Rules. The enforceability of this clause 28 will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.

23.4. 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 the Company must be sent by e-mail to the Company at info@flinter.io.

Notice to you will be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause 28, commence an arbitration proceeding or, to the extent specifically provided for in this clause 28, file a claim in court.

23.5. Authority of Arbitrator. These Terms, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. 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.

24. Miscellaneous

24.1. The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to FLT losing intrinsic value.



24.2. We may amend these Terms from time to time, including where there are changes to the intended utility of FLT, where adjustments are required to give effect to the intended operation of the FLT and/or the Flinter Ecosystem, to make any essential corrections, or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these Terms, we will publish a notice together with the updated Terms on the Flinter Website and we will change the "Version" number at the top of these Terms. Any amended Terms becomes effective immediately upon the publication of notice and updated Terms on the Flinter Website. It is your responsibility to regularly check the Flinter Website for any such notices and updated Terms.

24.3. If any term, clause or provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision will be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms, which remains in full force and effect.

24.4. These Terms constitute the entire agreement between the Parties in relation to its subject matter. These Terms 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.

24.5. You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Company in relation to the subject matter of these Terms at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

24.6. Nothing in these Terms creates any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the Flinter Ecosystem.

24.7. You acknowledge and agree that no other Contributor owes you any obligation under these Terms including any rights of contribution.

24.8. Subject to clause 28, these Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) will be governed by and construed in accordance with Estonian Law.

24.9. Subject to clause 28, the Parties irrevocably agree that the Estonian courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes and claims).

24.10. Any indemnity, reimbursement or similar obligation in these Terms given in favor of the Company:

(a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this document, any settlement or any other thing; and

(b) is independent of any other obligations under these Terms and continues after termination of them. It is not necessary for the Company to incur any expense or make payment before enforcing a right of indemnity in connection with the subject of these Terms.



24.11. Without limiting any other disclaimer in these Terms or elsewhere, the Company is not liable for any loss, liability, costs or expenses arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with these Terms.

24.12. To the fullest extent permitted by law, you irrevocably and unconditionally waive, with respect to yourself and any of your revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of assets (whether before or after judgment); and
- (e) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and you irrevocably agree, to the fullest extent permitted by applicable law, that you will not claim any immunity in any such proceedings).

24.13. Force Majeure. The Parties shall not be liable for any failure or delay in performing any of their respective obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if such failure or delay is due to an 'Act of God', any change to the law, order or regulation of a governmental, supranational or regulatory body or any act of war or terrorism and it shall be entitled to a reasonable extension of the time for performance of such obligations as a result of such a cause.

SCHEDULE 1

CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these Terms, you hereby represent and warrant that:

1. You have read and understood these Terms (including all the Schedules hereto).
2. You have the necessary authority and consent to accept these Terms, to enter into a binding agreement with the Company and to perform the obligations set out herein.
3. You are not a statutory corporation, governmental or semi-governmental authority.
4. The acceptance of these Terms and the entry into a binding agreement with the Company will 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.
5. You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH and/or BTC), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems.



6. You understand that FLT confer only a limited potential future right or expectation to use and interact with the Flinter Ecosystem as more particularly described in the Flinter Whitepaper, and that FLT confers no other rights of any kind with respect to the Company and/or the Flinter Ecosystem, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights.
7. If you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these Terms and to enter into a binding agreement with the Company on the terms set out herein.
8. If you are making a contribution for the purchase of FLT as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established.
9. If you are making a contribution for the purchase of FLT for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Contributor", "you" or "your" is a reference to the entity or person on whose behalf you are authorized to make a contribution).
10. You are making a contribution for the purchase of FLT to support the development, testing, deployment and operation of the Flinter Ecosystem and to potentially use and interact with the Flinter Ecosystem at a future point in time. You are not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any speculative or other financial purposes.
11. Any contribution to be made by you for the purchase of FLT is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities.
12. You will not use FLT to finance, engage in, or otherwise support any unlawful activities.
13. The contribution will be transferred to the Company from a Bitcoin address or an Ethereum wallet that: (i) is registered in your name or in the name of a person who is duly authorised by you to send a contribution to the Company; and (ii) is not located in or that is not registered in the name of a person located in or resident of the United States of America, the People's Republic of China (excluding the Special Administrative Regions of Hong Kong and Macau, and the island of Taiwan), Japan, the Republic of Korea or any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory" (each a "Prohibited Jurisdiction").
14. Making a contribution and receiving FLT under these Terms 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 will 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).
15. You are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of FLT from a location in a Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of FLT for or on behalf of any such person or entity.
16. You are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the distribution, holding, use or exchange of FLT is unlawful or restricted in any way or requires licensing, registration or approval of any kind.



17. You are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which the Company has notified on the Flinter Ecosystem as being subject to prohibitions or restrictions on the holding of FLT.

18. You will observe all applicable laws and regulations in such manner that will, to the best of your knowledge and belief, result in compliance by you and the Company in any jurisdiction in which you directly or indirectly:

- (a) purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange FLT;
- (b) enter into or perform your obligations under these Terms; or
- (c) distribute these Terms or any advertisement or similar material.

19. 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.

20. You will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of FLT.

21. You will provide us with details of an Ethereum wallet that supports the ERC20 token standard (that is, technically supports the receipt, storage, holding and transfer of tokens such as FLT).

22. You enter into these Terms voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered necessary.

SCHEDULE 2

RISK FACTORS

THE FOLLOWING ARE NOT NOR ARE THEY INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

1. Risk of software weaknesses: As FLT, the Smart Contract System and the Flinter Ecosystem are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on FLT, the Smart Contract System and/or the Flinter Ecosystem. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the FLT (including the utility of FLT for obtaining services), the Smart Contract System and/or the Flinter Ecosystem, 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 FLT will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/ or FLT.

2. Regulatory risk: Blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the Flinter Ecosystem, including its termination and the loss of FLT for the Contributor. Additionally, regulation of proposed activities of the Flinter Ecosystem is presently uncertain. It is not known what regulatory framework



the proposed Flinter Ecosystem and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the required 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 FLT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Flinter Ecosystem and FLT. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Flinter Ecosystem, FLT. Regulatory actions could negatively impact the Flinter Ecosystem, FLT in various ways, including, for purposes of illustration only, through a determination that FLT are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

4. Risk of abandonment / lack of success / business failure: The creation and issue of FLT and the development of the Flinter Ecosystem may be abandoned, may suffer from lack of success and may suffer business failure for a number of reasons including but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if any such Flinter Ecosystem is partially or fully developed and launched, you will receive any benefits through FLT that you hold.

5. Risk associated with other applications: The Flinter Ecosystem may give rise to other, alternative projects, promoted by unaffiliated third parties, under which FLT will have no intrinsic value. This means that competitors may produce platforms that compete with the Flinter Ecosystem and may not accept FLT as payment for services within such platforms; further, such platforms may become more popular and have greater success than the Flinter Ecosystem. In addition, the utility of FLT depends on the success of the Flinter Ecosystem, if developed. The Flinter Ecosystem may not be popular or widely used after it is launched. In the long term, the Flinter Ecosystem may fail to attract a critical mass of users. The Flinter Ecosystem may be merged with other projects. Various circumstances, including technical advancement and competitors, may render the Flinter Ecosystem obsolete.

6. Risks associated with markets for FLT: The Company may choose not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of FLT. This may restrict the contemplated avenues for using FLT to the token utility described in the Flinter Whitepaper and could therefore create illiquidity risk with respect to any FLT you own. Even if secondary trading of FLT 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 FLT (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero.

7. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: FLT 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 FLT associated with your Ethereum wallet address may be unrecoverable and permanently lost. In addition, 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 FLT. Any errors or malfunctions caused by or otherwise



related to the digital wallet or vault you choose to receive and store FLT, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your FLT.

8. Risk of theft and vulnerabilities: 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 FLT, adversely impacting the ability to develop the Flinter Ecosystem and derive any usage or functionality from FLT. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the Flinter Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Flinter Ecosystem, which could negatively affect the Flinter Ecosystem and FLT.

9. Risk of Ethereum mining attacks: As with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the distribution of the FLT via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to FLT losing intrinsic value and/or functionality.

10. Risk of incompatible wallet service: The wallet or wallet service provider used to receive FLT must conform to the ERC20 token standard in order to be technically compatible with FLT. The failure to ensure such conformity may have the result that Contributor will not gain access to his FLT.

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

12. Risk of uninsured losses: Unlike bank accounts or accounts at some other financial institutions, FLT 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 FLT is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of FLT, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, capital taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

14. Risk of dissolution of the Company or network: It is possible that, due to any number of reasons including, but not limited to, an unfavorable fluctuation in the value of BTC, ETH (or of other cryptographic assets and fiat currencies), decrease in the FLT utility due to negative adoption of the Flinter Ecosystem, the failure of commercial relationships, or intellectual property ownership challenges, the Flinter Ecosystem may no longer be viable to operate and the Company may dissolve and may not be able to continue the development of the Flinter Ecosystem.



15. Risks arising from lack of governance rights: As FLT confers no governance rights of any kind with respect to the Flinter Ecosystem or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the Flinter Ecosystem including, but not limited to, decisions to discontinue the Flinter Ecosystem, to create and issue more FLT, will be made by the Company. These decisions could adversely affect the Flinter Ecosystem and/or the FLT you hold.

16. Risks arising from the market in which the Flinter Ecosystem operates: The crypto- currency exchange market, the token listing and trading market, ICOs, and by extension the Flinter Ecosystem, are subject to a variety of federal, state and international laws and regulations, including those with respect to know your customer, anti-money laundering and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Flinter Ecosystem could be enacted, which could impact the utility of FLT in the Flinter Ecosystem. In addition, the Flinter Ecosystem users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements Flinter Ecosystem and the FLT, including its utility to obtain or provide services within the Flinter Ecosystem.

17. Risks associated with incomplete information regarding the Flinter Ecosystem: You will not have full access to all the information relevant to the Company and/or to the Flinter Ecosystem. The Company is not required to update you on the progress of the Flinter Ecosystem. You are responsible for making your own decision in respect of purchasing FLT. The Company does not provide you with any recommendation or advice in respect of the purchase of FLT. You may not rely on the Company to provide you with complete or up to date information.

18. Risk of competing platforms: It is possible that alternative platforms could be established that use the same open source code and protocol underlying the Flinter Ecosystem and attempt to facilitate services that are materially similar to the services offered by or within the Flinter Ecosystem. The Flinter Ecosystem may compete with these alternatives, which could negatively impact the Flinter Ecosystem, FLT, including the utility of FLT for obtaining services offered by or within the Flinter Ecosystem.

19. Unanticipated risks: Cryptographic tokens such as FLT 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 FLT, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 2.