



TERMS AND CONDITIONS RELATING TO TOKEN SALE

Last updated: 7 February 2018

PLEASE READ THESE TERMS AND CONDITIONS (“**T&Cs**”) CAREFULLY. BY MAKING A CONTRIBUTION TO WEPOWER LIMITED FOR THE PURCHASE OF WE POWER TOKENS (“**WPR**”) DURING THE TOKEN SALE (AS DEFINED BELOW), 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 WEPOWER UAB. 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 ANY OF THE TERMS SET OUT IN THESE THESE T&Cs, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF WPR AND IMMEDIATELY NAVIGATE AWAY FROM THE COMPANY’S WEBSITE (AS DEFINED BELOW).

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

PROHIBITION ON U.S CONTRIBUTORS

Due to legal and regulatory uncertainty in the United States of America, citizens and green card holders of and persons residing in the United States of America are prohibited from making contributions to WePower UAB and participating in the Token Sale. Persons from the United States of America that participate in the Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these T&Cs and shall be required to indemnify WePower UAB 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

WePower UAB is a company incorporated and registered in Lithuania with registration number 304449091 and shall be the creator and issuer of WPR under these T&Cs. There may be other entities within the WePower UAB group of companies from time to time (“**WePower Companies**”) that will develop, manage and/or operate the WePower Platform (as defined below) (or parts thereof) and references in these T&Cs to “**WePower**” “**Company**”, “**we**”, “**our**” or “**us**” shall be to WePower UAB, the WePower Companies and their respective successors in interests and assigns.”)

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

If you have any questions relating to these T&Cs, please contact us at team@wepower.network.

AMENDMENTS MADE TO THE T&Cs SINCE THE 9 OF NOVEMBER

- **Changed the token issuing company to WePower UAB.**
- **Adjusted arbitrage clause in order to meet Lithuanian arbitrage requirements and made other slight changes due to Lithuanian law specifics.**
- **Point 4.2, the ratio was increased from 1 ETH – 4,000 WPR to 1 ETH – 8,000 WPR and the bonus was deleted because the soft cap was reached in the private pre-sale.**
- **Point 6.2, the definition of Ehtereum Wallet was adjusted.**
- **Schedule 1, (i) the WPR function – priority access to the auction – was added; (ii) adjusted WPR token distribution.**



- Schedule 1, the unsold tokens will be burned.

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

1. WePower Platform

1.1 The Company is proposing to develop a decentralized platform aimed at providing smart contract and blockchain based solutions for the purchase and sale of energy produced from renewable sources as well as for the financing of set-up costs of renewable energy projects (the “**WePower Platform**”).

1.2 For a more detailed description of the proposed WePower Platform, please refer to:

- a) the WePower website at <https://wepower.network> (the “**Company’s Website**”);
- b) the WePower Whitepaper (a copy of which can be found at: https://drive.google.com/file/d/0B_OW_EddXO5RWWFVQjJGZXpQT3c/view).

(collectively referred to as the “**Project Documentation**”).

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

2. Scope of T&Cs

2.1 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to the Company for the purchase of WPR during the Contribution Period (as such term is defined in clause 3 below).

2.2 Any potential future use of WPR in connection with the provision or receipt of services on the WePower Platform, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the WePower Platform (the “**Platform Terms**”). Such Platform Terms will be made available to WePower Platform users, if and when the WePower Platform is successfully developed and deployed.

3. Contribution Period

3.1 Contributions may be made during a defined period of time (the “**Contribution Period**”). The Contribution Period shall commence on 1 February 2018 at approximately 12:00 PM UTC and shall end on satisfaction of one of the following conditions (the “**Completion Conditions**”) (whichever is the earlier):

- a) the equivalent of USD 40,000,000 (forty million) (the “**Hard Cap**”) is received by the Company in Ether (“**ETH**”), which for the avoidance of doubt shall include such amounts received by us during our pre-sale campaign. Based on the which is USD 30,000,000 (thirty million); ¹or
- b) the expiry of 14 days from commencement of the Contribution Period, which for the avoidance of doubt shall be on 14 February 2018 at approximately 08:00 AM UTC.

¹ For the avoidance of doubt, the Company has raised USD 30,000,000 (thirty million) in the public and private pre-sales and during the token sale on the 1st of February 2018 will sell WPR for the amount of USD 10,000,000 (ten million).



On or before the commencement of the Contribution Period, the Company shall publish on the Company's Website the number of ETH that shall be equivalent to the Hard Cap based on the applicable market rate of exchange taken from such crypto-currency exchange or exchanges that we may determine acting in our sole discretion.

3.2 On conclusion of the Contribution Period pursuant to clause 3.1, the Company shall publish a notice to that effect on the Company's Website. You shall be required to check the Company's Website in order to ensure that your contribution is made prior to the conclusion of the Contribution Period.

3.3 Subject to clause 3.4, Contributors who send their contribution following the conclusion of the Contribution Period (as notified by Company on the Company's Website) 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.

3.4 If a contribution is received by the Company following the satisfaction of a Completion Condition, but before the Company has published a notice on the Company's Website in accordance with clause 0, the Company shall, within a reasonable period of time following the conclusion of the Token Sale, exercise reasonable endeavours to procure that such contribution is returned to the relevant Contributor. However, you acknowledge and accept that due to:

- a) the Ethereum blockchain's transaction and/or mining fees;
- b) adverse fluctuations in the exchange rate of ETH against the applicable fiat or cryptographic currency in which you choose to make a contribution via a Partner (as defined in clause 6.1) under these T&Cs; and/or
- c) administrative expenses incurred by us in returning the contribution,

you are unlikely to receive an amount equivalent to your contribution and that such refunded amount may be lower than the amount so contributed by you.

4. WPR Price

4.1 In order to calculate the WPR to be allocated following a contribution, the Company shall use the allocation methods set out in this clause 4.

4.2 During the Contribution Period, the price per WPR will be denominated in ETH. Contributors will receive WPR in exchange for their contribution at a rate of 1 ETH = 8,000 WPR.

4.3. During the first 5 hours of the Contribution period, which starts at 1 February 2018 at approximately 12:00 PM UTC, all Contributors, whose ETH wallets addresses were whitelisted and received confirmations that they are able to participate in the token sale, will have individual caps for their contribution – 0.2 ETH (they cannot contribute more within the first 5 hours). After the end of first 5 hours of the Contribution period, all whitelisted Contributors will be able to contribute on "first come-first serve" basis.

5. Right to Request Information

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



- a) request you to provide certain information and documentation for the purposes of complying with any “know your customer” or similar obligations to which we may be subject; and
- b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of WPR to you.

5.2 You agree that you shall, promptly upon the Company’s request, supply such information and documentation as may be reasonably requested by us pursuant to clause 5.1 in order for us to:

- a) carry out, to our satisfaction, all necessary “know your customer” and other similar checks which we may be obliged to perform; and
- b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of WPR to you as contemplated by these T&Cs.

5.3 You acknowledge and accept that we may refuse or reject any contributions for the purchase of WPR until you provide all information and documentation that we may request under this clause 5 and we have determined that it is permissible to create and issue WPR to you under applicable law.

6. Method of Contribution

6.1 You must contribute to the Company during the Token Sale in one of the following methods (each a “**Payment Method**” and together, “**Payment Methods**”):

- a) in ETH, in accordance with clause 6.2;
- b) in a fiat currency or in a cryptographic currency (other than ETH) via one of our partners listed on the Company’s Website (together, our “**Partners**” and any reference to “**Partner**” shall be construed to mean the relevant one of them as the context requires) in accordance with clause 6.3.

6.2 **Contributions to be made in ETH must be sent from an Ethereum wallet and/or address in respect of which you can identify your own wallet address (“Ethereum Wallet”), and not from a cryptocurrency exchange wallet and/or address.** Your Ethereum Wallet shall be required to verify your ETH contribution to the Company and to enable the Company to issue WPR to you through the Smart Contract System (as further described in clause 7). ETH contributions shall be sent to the Company’s Ethereum wallet address specified on the Company’s Website, which shall be made available to the Contributor on acceptance of these T&Cs and satisfaction of such other conditions as the Company shall determine in its sole and absolute discretion.

6.3 **Contributions made via our Partners shall be made by transferring funds to a Partner (in any fiat and/or cryptographic currency accepted by a Partner) using one of the Partner’s approved payment methods and subject to such Partner’s terms and conditions.** Where a contribution is made to such Partner under this clause 6.3, that Partner will handle the on-boarding of individual contributors. Any contributions received by a Partner shall be converted to ETH by the Partner (at the applicable rate of exchange determined by the Partner) and shall then be transferred, on your behalf, to the Company’s Ethereum wallet address. The Company shall not be responsible for any delay or failure of receipt of any contribution that is made via any Partner in accordance with this clause 6.3. Contributors should therefore carefully read the relevant Partner’s terms and conditions in order to understand any risks and consequences which may arise as a result of making a contribution using this method. Contributions made under this clause 6.3 shall also be subject to the



Contributor's acceptance of these T&Cs and satisfaction of such other conditions as the Company shall determine in its sole and absolute discretion.

6.4 To the extent that any third-party website, service or smart-contract offers to receive contributions and issue WPR or facilitates the allocation or transfer of WPR 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 Company's Website, not authorised by the Company nor do they have any legal or commercial relationship in any way with the Company, the WePower Platform or WPR.

6.5 Contributors that send contributions:

- a) other than as described in clauses 6.1, 6.2 and 6.3 above; or
- b) to any third-party website, wallet, address, bank account, service or smart contract that offers WPR in the manner described in this clause 6.4,

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

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

7.1 The Company has deployed a smart contract system (the "**Smart Contract System**") on the Ethereum blockchain for the purposes of creating WPR and issuing such WPR to the Contributor's Ethereum Wallet or Partner's wallet (as the case may be). WPR shall be based on the ERC20 token standard and is intended to have the functionality set out in Schedule 1 to these T&Cs.

7.2 The Company shall keep a record of all contributions received by the Company's Ethereum wallet addresses, including details of the time the contribution was received, the amount of the contribution, whether the contribution was made using a Partner, and the wallet address from which the contribution was sent (as the case may be).

7.3 **In order to receive WPR, the Contributor must have, and must send a notice to the Company containing details of an Ethereum Wallet that supports the ERC20 token standard.** In other words the Contributor's Ethereum Wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of WPR, being tokens that are created based on the ERC20 token standard, provided that the Contributor shall not require an Ethereum Wallet where the contribution is made via a Partner under clause 6.3, in which case the Partner will hold WPR on behalf of the Contributor until such time as the Contributor is able to obtain an Ethereum Wallet that supports the ERC20 token standard and provides details of the same to the Partner. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time acting in its sole and absolute discretion.

7.4 Prior to the commencement of the Contribution Period, the Company shall undertake a verification procedure by reference to any information requested pursuant to clause 5.1. Provided the Company is successfully able to verify you, the Company shall send instructions to the Smart Contract System to:

- a) accept contributions from your Ethereum Wallet; and
- b) to issue WPR to the Ethereum Wallet which you send us notice of pursuant to clause 7.3,



provided that this clause 7.4 shall not apply where a contribution is made via a Partner under clause 6.3. The Smart Contract System will reject contributions from (i) any Ethereum wallet that is not notified to us in accordance with clause 7.3; or (ii) any third party Ethereum wallet other than a Partner's Ethereum wallet.

7.5 Subject to compliance with the foregoing provisions of clauses 5, 6 and 7, delivery of WPR shall be made on conclusion of the Contribution Period by sending WPR either:

- a) directly to the Contributor's Ethereum Wallet which is notified to us in accordance with clause 7.3; or
- b) to the relevant Partner's Ethereum wallet,

as the case may be depending on the Payment Method used. If for whatever reason we are unable to deliver WPR on conclusion of the Contribution Period, the Company shall exercise reasonable endeavours to procure that delivery shall be made within a reasonable time thereafter.

7.6 On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of the Company who shall be entitled to apply the contribution towards the development of the WePower 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 The Company has imposed a minimum aggregate contribution target, which is the equivalent of USD 5,000,000 (five million) (the "**Soft Cap**") to be received in ETH before the conclusion of the Contribution Period (which for the avoidance of doubt shall include any amounts received by us during our pre-sale campaign).

8.2 If on conclusion of the Token Sale, the Company has not received the equivalent of the Soft Cap in ETH, the Company shall, within a reasonable period of time following the conclusion of the Token Sale, exercise reasonable endeavours to procure that contributions are returned to all contributors. However you acknowledge and accept that due to:

- a) the Ethereum blockchain's transaction and/or mining fees;
- b) adverse fluctuations in the exchange rate of ETH against the applicable Payment Currency (as defined below) in which you choose to make a contribution under these T&Cs; and/or
- c) administrative expenses incurred by us in returning the contribution,

you are unlikely to receive an amount equivalent to your contribution and that such refunded amount may be lower than the amount so contributed by you. Additionally, if you make a contribution via a Partner, you agree that the Company shall only make a refund under this clause 8.2 to such Partner in ETH, and that the return of your contribution from such Partner shall be subject to respective terms and conditions agreed with that Partner.

8.3 The Company reserves the right to refuse or reject any contributions made at any time in its sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Contributor to the Ethereum Wallet from which the contribution was made, or to the Partner (as the case may be), however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.



8.4 Subject to clause 3.4 and the foregoing provisions of this clause 8 and except to the extent required by applicable law, all contributions received by the Company under these T&Cs are final and contributors shall not be entitled to claim any refund or reimbursement of contributions from the Company.

8.5 At any time prior to satisfaction of the Completion Conditions, the Company may either temporarily suspend or permanently abort the Token Sale for security or any other important reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that the Company publishes a notice to that effect on the Company's Website.

8.6 During any period of suspension or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create WPR and/or issue WPR to contributors. Contributors who send us contributions (after we publish a notice that the Token Sale has been suspended or aborted in accordance with clause 8.5) 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 such contributors in this respect. Contributors are therefore strongly advised to check the Company's Website before sending a contribution to the Smart Contract System.

9. Token Functionality

9.1 Ownership of WPR carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the WePower Platform as may be made available from time to time, (as further described in Schedule 1 to these T&Cs), if and to the extent the WePower Platform is successfully developed and deployed. Any potential future right or expectation relating to use of WPR on the WePower Platform shall be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).

9.2 You acknowledge and accept that WPR do not represent or constitute or in any other manner provide (whether at the acquisition moment or in the future):

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
- b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the WePower 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.

9.3 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 WPR or to your storage, sale and/or transfer of WPR.

9.4 The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that WPR shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the WePower Platform.

10. Contributor's Representations and Warranties

10.1 By participating in the Token Sale and sending a contribution to the Company, you hereby represent and warrant the matters set out in Schedule 2 to these T&Cs.

11. Risks

You acknowledge and agree that sending a contribution to the Company, the creation and issue of WPR and the development and deployment of the WePower Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 3 to these T&Cs.

BY MAKING A CONTRIBUTION TO THE COMPANY AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 3 TO THESE T&Cs.

12. Audit of the Smart Contract System

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

12.2 Notwithstanding clause 12.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and WPR 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 WPR.

13. Security

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

14. Intellectual Property

14.1 In this clause 14, "**Company's IP Rights**" means in relation to the Company, the WPR, the Token Sale, the WePower Platform and the Project Documentation, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

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

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

15. Indemnity

15.1 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, 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 WPR under these T&Cs;
- b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;
- c) your breach of any of the representation, warranty, term or condition set out in these T&Cs (whether express or implied); or
- d) your breach of any rights of any other person or entity.

15.2 The Company reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 15.1.

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

16. Disclaimers

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

- a) WPR are sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the WPR (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 WPR 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 WPR or the delivery mechanism for WPR 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. WPR should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future resale.

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) 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 WPR or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
- b) the aggregate liability of the Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use WPR, exceed the amount of your contribution.

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

18. Taxation

18.1 You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the transfer via a Payment Method, the creation, ownership, use, sale, transfer or liquidation of WPR, the potential appreciation or depreciation in the value of WPR over time (if any), the allocation of WPR and/or any other action or transaction contemplated by these T&Cs or related to the WePower 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 liable to pay tax. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of WPR under or in connection with these T&Cs.

18.3 You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of WPR or any other action or transaction related to the WePower Platform or the Token Sale.

19. Data Protection

19.1 If we make an information request in accordance with clause 5, we may require you to provide information and documents relating to (without limitation):

- a) your identity;
- b) your residential and/or business address;
- c) the source of your wealth;
- d) the source of funds used for the purposes of purchasing WPR;
- e) your Ethereum Wallet for receipt of WPR; and/or
- f) any other documents or data from which you can be identified,

(together, your “**Personal Data**”).

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

19.3 We shall process your Personal Data in accordance with the Law on Legal Protection of Personal Data, as may be amended (“Law on **Data Protection**”), 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 WPR and the processing of transactions related to the Token Sale pursuant to these T&Cs;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining or operating a bank account in the Company’s name;
- f) subject to clause 20, resolving any Disputes with you;
- g) producing summary information for statistical, regulatory and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

19.4 Under the Law on Data Protection you have a right to access your Personal Data held by us, moreover you have the right to request the correction of incorrect, incomplete, inaccurate personal data, and it is your responsibility to

inform us of any changes to your Personal Data to ensure such data remains correct, complete and accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

19.5 You agree that we may, for the purposes set out in clause 19.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

19.6 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in clause 19.3. In order to access the WePower Platform and provide or receive services therein or otherwise use and interact with the WePower Platform, you will be required to accept the Platform Terms which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the WePower 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 AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

20.1 Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, except for Disputes that fall within the exclusive jurisdiction of state courts, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes arising from or related to these T&Cs 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).

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 the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

20.3 Arbitration Rules. The enforceability of this clause 20 will be both substantively and procedurally governed by and construed and enforced in accordance with the Vilnius Court of Commercial Arbitration Rules of Arbitration, to the maximum extent permitted by applicable law.

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 the Company shall be sent by e-mail to the Company at team@wepower.network. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and

telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause 20, commence an arbitration proceeding or, to the extent specifically provided for in clause 20.1, file a claim in court.

20.5 Process. Any arbitration will occur in Lithuania. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the Vilnius Court of Commercial Arbitration Rules of Arbitration. The courts located in Lithuania will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision, however it does not take away or limit the right of recognition and enforcement of an arbitration decision in any other jurisdictions in accordance with the requirements of the applicable laws.

20.6 Authority of Arbitrator. These T&Cs, the Vilnius Court of Commercial Arbitration Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these T&Cs. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

20.7 Arbitration Rules. The Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration are available at http://www.arbitrazas.lt/failai/2018%2001%2001%20VCCA%20Rules%20of%20Arbitration_2017-11-28.pdf. By agreeing to be bound by these T&Cs, you either (i) acknowledge and agree that you have read and understand the Vilnius Court of Commercial Arbitration Rules of Arbitration, or (ii) waive your opportunity to read the Vilnius Court of Commercial Arbitration Rules of Arbitration and any claim that the Vilnius Court of Commercial Arbitration Rules of Arbitration are unfair or should not apply for any reason.

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

21. Miscellaneous

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

21.2 We may amend these T&Cs from time to time, including where there are changes to the intended functionality of WPR or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the Company's Website and we will change the "Last Updated" date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of such notice and updated T&Cs on the Company's Website. It is your responsibility to regularly check the Company's Website for any such notices and updated T&Cs.



21.3 If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.

21.4 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.

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

21.6 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the WePower Platform.

21.7 Subject to clause 20, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Lithuania Law.

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SCHEDULE 1

INTENDED FUNCTIONALITY OF WPR ON THE WEPower PLATFORM

Token Model

The WPR Platform’s ecosystem will consist of two separate types of tokens:

- a) Energy tokens (“E-Tokens”): all energy produced or to be produced in future from renewable energy projects that are listed on the WePower Platform shall be tokenised in the form of E-Tokens. E-Tokens can be consumed for actual energy supply, stored for future use or traded with other energy consumers. Once the energy is produced and consumed through the redemption of E-Tokens, the relevant E-Tokens are cancelled and removed from circulation in a process known as ‘burning’.
- b) WPR: structured as a means of rewarding contributors who provide financial support for the development of the Platform; and which entitle holders to receive a proportion of the donated E-Tokens as described below.

WPR shall be the only tokens issued to contributors during the Token Sale and shall be the only mechanism to claim E-Token rewards on the WePower Platform.

WPR Functions

WPR is structured as a means of rewarding contributors who support the development of the Platform. In that regard, WPR will enable WPR tokenholders to access the WePower Platform and claim green energy (in the form of E-Tokens) that has been accumulated from donations made by energy producers who use the tools and services available on the WePower Platform, and who are required to donate a minimum of 0.9% of energy produced from each renewable energy project that they list on the WePower Platform. The Company will undertake relevant measures to ensure that producer donates energy tokens but in any case the Company is not responsible if producer fails to execute energy token donation.

WPR tokenholders shall be required to submit a claim for donated E-Tokens by sending their WPR, during a specific period of time (“Claim Period”), to a designated smart contracted system to be deployed by the Company. Only WPR tokenholders who actually submit a claim shall be entitled to receive a proportion of the donated E-Tokens. The smart contract system shall hold WPR that it receives until the end of the Claim Period, at which point the WPR shall be returned to tokenholders for future use. It is expected that the formula for allocating E-Tokens shall be as follows:

$$\begin{array}{l}
 \text{No of E-Tokens} \\
 \text{received by WPR} \\
 \text{holder}
 \end{array}
 =
 \frac{\text{No of WPR sent to smart contract by WPR holder}}{\text{Total No of WPR sent to smart contract}}
 \times
 \begin{array}{l}
 \text{Total Number of E-} \\
 \text{Tokens available for} \\
 \text{allocation during the} \\
 \text{relevant Claims Period}
 \end{array}$$

WPR also provides priority access to participate in the auction of E-Tokens organized by the renewable energy producer raising capital through the sale E-Tokens. The allocation of energy the WPR holder can buy in the auction depends on the number of WPR tokens he/she holds.

Closed system

WPR is the only mechanism to unlock green energy rewards that are donated to the community. WPR will not have any functionality or utility outside the WePower Platform. The WePower Platform will therefore be structured as a “closed system” insofar as the use of WPR is concerned. Whilst it is possible that a secondary market could develop for trading WPR, the Company will not create such secondary markets nor will it act as an exchange for WPR. To the extent a secondary market or exchange for trading WPR does develop, it would be run and operated wholly independently of the Company, the Token Sale and the WePower Platform.



POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF WPR

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

WPR TOKEN CREATION AND INTENDED DISTRIBUTION

It is envisaged that during the Token Sale (including the pre-sale campaign), WePower will sell 62% of all WPR to be created.

15% of WPR to be created shall be allocated as rewards to members of the WePower community who actively contribute to the development of the WePower Platform and the growth of the ecosystem.

3% of WPR shall be reserved for the benefit of future stakeholders and will be in lock-up for a period of no less than 36 months, to be released thereafter only if deemed necessary for the growth of the WePower Platform, or burned (as determined at the sole and absolute discretion of the Company).

20% of WPR shall be retained by the Company and reserved for distribution to the WePower development team and founders. These WPR shall be subject to a 36 month vesting period, with 6 month cliffs.

Any WPR that are not purchased during the Token Sale (including the pre-sale campaign) shall be burned except otherwise indicated in this Agreement.

SCHEDULE 2

CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these T&Cs, you hereby represent and warrant that:

1. you have read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. the acceptance of these T&Cs and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organisational 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;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you have obtained sufficient information about the potential future use and functionality of WPR to make an informed decision to participate in the Token Sale pursuant to these T&Cs;
6. you understand that WPR confer only a limited potential future right or expectation to use and interact with the WePower Platform as more particularly described in Schedule 1 to these T&Cs, and that WPR confer no other rights of any kind with respect to the Company and/or the WePower 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;
7. if you are an individual (i.e. a natural person), you are at least 18 years of age, you have sufficient legal capacity according to your residency country laws to accept these T&Cs 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 acquisition of WPR as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), 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 WPR for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorised to make a contribution);
10. you are making a contribution for the purchase of WPR to support the development, testing, deployment and operation of the WePower Platform and to potentially use and interact with the WePower Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;



11. any contribution to be made by you for the purchase of WPR is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
12. you shall not use WPR to finance, engage in, or otherwise support any unlawful activities;
13. you shall use WPR as intended on the WePower Platform;
14. in the case of a contribution made in ETH, the contribution shall be transferred to the Company from an Ethereum Wallet and/or address, respectively, that: (i) is registered in your name and under your sole control or registered in the name and under the sole control of a person who is duly authorised by you to send a contribution on your behalf 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 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**”);
15. making a contribution and receiving WPR 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);
16. you are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of WPR 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 WPR for or on behalf of any such person or entity;
17. 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;
18. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of WPR;
19. you shall provide us with details of an Ethereum Wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as WPR);
20. you engage or expect to engage in a meaningful number of cryptocurrency or other transactions, such as e-commerce businesses, involving token exchanges or traditional financial institutions, and you understand and accept the risks of participating in token sales relating 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;
21. you understand that WPR are solely rights to access and use services and products on the WePower Platform, and do not have any attribute that provides the holder with equity, creditor or similar rights. WPR 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 WPR nor acquire WPR for any type of investment purposes;
22. you acknowledge you fully understand the contents of the Project Documentation provided by WePower and are participating in the Token Sale with the intention of fully accepting the risk of the failure of the WePower Platform;



23. you have carefully reviewed the code of the Smart Contract located on the Ethereum blockchain and fully understand and accept the functions as further described in the Project Documentation;
24. you are making a contribution primarily to support the development, testing, deployment and operation of WePower Platform, being aware of the risks associated with it (as further described in Schedule 3 to these T&Cs), and are not contributing to the Company for any speculative, investment or other financial purposes;
25. you shall waive the right to participate in a class action lawsuit or a class-wide arbitration against WePower, its founders and team members or any entity or individual involved in WePower project;
26. you understand that you do not have any right against WePower, its founders and team members or any other party to request any refund of your contribution provided during the Token Sale;
27. you understand that you bear the sole responsibility to determine if your contribution and obtainment of WPR, use of WPR and the potential appreciation or depreciation in the value of WPR over time, the sale and purchase of WPR and/or any other action or transaction related to WPR, WePower or the WePower Platform have tax implications for you;
28. you are not a citizen of or resident or domiciled in the United States of America or making a contribution for the purchase of WPR from a location in the United States of America, 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 United States of America, nor are you making a contribution for the purchase of WPR for or on behalf of any such person or entity; and
29. 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.

SCHEDULE 3

RISK FACTORS

1. **Risk of software weaknesses:** because WPR, the Smart Contract System and the WePower Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on WPR, the Smart Contract System and/or the WePower Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the WPR (including the utility of WPR for obtaining services), the Smart Contract System and/or the WePower 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 WPR 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 WPR.
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 WePower Platform, including its termination and the loss of WPR for the Contributor. Additionally, regulation of proposed activities of the WePower Platform is currently uncertain. It is not known what regulatory framework the proposed WePower Platform and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.
3. **Risks associated with uncertain regulations and enforcement actions:** the regulatory status of WPR 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 WePower Platform and WPR. 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 WePower Platform and WPR. Regulatory actions could negatively impact the WePower Platform and WPR in various ways, including, for purposes of illustration only, through a determination that WPR are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
4. **Risk of abandonment / lack of success:** the creation and issue of WPR and the development of the WePower Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if any such WePower Platform is partially or fully developed and launched, you will receive any benefits through WPR that you hold.
5. **Risk associated with other applications:** the WePower Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which WPR will have no intrinsic value. This means that competitors may produce platforms that compete with the WePower Platform and may not accept WPR as payment for services within such platforms; further, such platforms may become more popular and have greater success than the WePower Platform. The WePower Platform relies on software and other technology which may malfunction and/or work in a manner that is not intended, resulting in loss of WPR and/or access to the WePower Platform. In addition, the WePower Platform relies on renewable energy producers to donate part of the energy they produce and use the ecosystem, and WePower is

unable to guarantee that such cooperation will continue for an indefinite period, and there is an appreciable risk that relationships with one or more (or all) renewable energy providers could be discontinued and/or re-negotiated, adversely affecting the functionality of the WePower Platform and/or WPR by extension.

6. **Risks associated with markets for WPR:** the Company may choose not enable or otherwise facilitate any secondary speculative trading or any such external valuation of WPR. This may restrict the contemplated avenues for using WPR to the token functionality described in Schedule 1 to these T&Cs and could therefore create illiquidity risk with respect to any WPR you own. Even if secondary trading of WPR 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 WPR (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the WPR as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the WPR are not offered by the Company or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these T&Cs (or you consider to be invested in the Company) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Lithuanian Deposit Guarantee Scheme and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Lithuania.

7. **Risk of losing access to tokens due to loss of private key(s), custodial error or your error:** WPR 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 WPR associated with your Ethereum Wallet 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 WPR. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store WPR, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your WPR.

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 WPR, adversely impacting the ability to develop the WePower Platform and derive any usage or functionality from WPR. Furthermore, because the WePower Platform 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 WePower Platform, which could negatively affect the WePower Platform and WPR.

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

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

11. **Risk of hard-fork:** the WePower Platform 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 WPR may be required (hard-fork of WPR) and that, if you decide not to participate in such upgrade, you may no longer be able to use your WPR and any non-upgraded WPR may lose its functionality in full.

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

14. **Risk of an unfavourable fluctuation of Ethereum and other currency value:** The Company intends to use the contributions received to fund the development of WPR, the WePower 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 fluctuates unfavourably during or after the Contribution Period, the Company may not be able to fund the development of, or may not be able to maintain, the WePower Platform in the manner that it intended.

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 WPR utility due to negative adoption of the WePower Platform, the failure of commercial relationships, or intellectual property ownership challenges, the WePower Platform may no longer be viable to operate and the Company may dissolve and may not be able to continue the development of the WePower Platform.

16. **Risks arising from lack of governance rights:** because WPR confer no governance rights of any kind with respect to the WePower Platform 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 WePower Platform including, but not limited to, decisions to discontinue the WePower Platform, to create and issue more WPR, will be made by the Company. These decisions could adversely affect the WePower Platform and/or WPR you hold.

17. **Risks arising from the market in which the WePower Platform operates:** the renewable energy market and by extension the WePower Platform, is subject to a variety of state, municipal and international laws and regulations, including those with respect to health and safety, environmental issues, competition, KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the WePower Platform could be enacted, which could impact the utility of WPR in the WePower Platform. Additionally, WePower Platform 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 become more stringent or are otherwise expanded, it could adversely impact the WePower Platform and the WPR, including its functionality to obtain or provide services within the WePower Platform.



18. **Risks associated with the development and maintenance of the WePower Platform:** the WePower Platform is still under development and may undergo significant changes over time. Although we intend for the WPR and WePower Platform to function as described in Schedule 1 to these T&Cs, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the WPR or the WePower Platform for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the WePower Platform, what products or services will be offered through the WePower Platform by third parties, or how third-party products and services will utilize WPR (if at all). This could create the risk that the WPR or WePower 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 WePower Platform, it is still possible that the WePower Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the WePower Platform and WPR, and the potential utility of the WPR, including the utility of the WPR for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Sale.

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

20. **Unanticipated Risks:** cryptographic tokens such as WPR are a new and untested technology. In addition to the risks set out in this Schedule 3 to these T&Cs, there are other risks associated with your acquisition, storage, transfer and use of WPR, 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 3 to these T&Cs.