

TERMS AND CONDITIONS FOR Wager TOKENS (THE "TOKENS"): A PRODUCT OF THE MOONSHOT GROUP

PLEASE READ THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THE INFORMATION CONTAINED IN THE WEBSITE IS DESCRIPTIVE ONLY, IS NOT BINDING AND DOES NOT FORM PART OF THESE TERMS.

NO REGULATOR HAS AUTHORISED OR APPROVED THESE TERMS NOR DEALING IN TOKENS. DEALING IN THE TOKENS WILL EXPOSE YOU TO RISK, INCLUDING THE RISK OF LOSING ALL OF THE VALUE OF YOUR INVESTMENT. YOU DO NOT BENEFIT FROM ANY STATUTORY COMPENSATION SCHEME IN RELATION TO PARTICIPATING IN THE TOKENS. IF YOU HAVE NOT PARTICIPATED IN CRYPTOASSETS BEFORE, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE BEFORE PARTICIPATING IN THESE TERMS.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT DEAL IN THE TOKENS. BY DEALING IN THE TOKENS, YOU ACKNOWLEDGE THAT YOU HAVE READ CAREFULLY AND ACCEPT THESE TERMS, INCLUDING THE SCHEDULES.

INTRODUCTION

These terms and conditions, together with any documents and policies referred to in them (these "**Terms**") set out the agreement between you and Moonshot Blockchain Limited ("**Company**", "**we**", "**us**", "**our**"), a British Virgin Islands Company with registered office address at Quijano & Associates BVI Limited, Quijano Chambers, PO Box 3159, Road Town, Tortola, British Virgin Islands, in relation to your acquisition of the Tokens.

If you have any questions concerning these Terms, please contact admin@moonshotlaunches.com. We recommend that you keep a copy of these Terms for future reference.

YOU AND WE AGREE AS FOLLOWS:

1. INTERPRETATION

0.1. In these Terms the following words and expressions have the following meanings unless inconsistent with the context:

"Applicable Law(s)"	means all laws, statutes, regulatory rules and regulations that apply to the Parties in connection with these Terms from time to time;
"Company Parties"	means (i) the Company, and (ii) and all past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns of any person within the Company;
"Moonshot Group"	means the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company;
"Party", "Parties"	you and us as the parties to these Terms;

“Platform”	means Uniswap or, or in addition to, any such other exchange which the Token may be listed on from time to time;
“Tokens”	means the Tokens as further described at Schedule 1;
“Virus”	means any viruses, bugs, vulnerabilities, glitches, weaknesses, spyware, malware, adware or other harmful or deleterious programs, material, code and / or software; and
“Website”	means [].

0.2. In these Terms, unless the context otherwise requires: references to these Terms shall include the Schedules to it and references to Clauses, Sub-clauses and Schedules are to Clauses of, Sub-clauses of, and Schedules to these Terms; the singular includes the plural and vice versa; “person” denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument, laws or regulations shall be references to such directive, statute, statutory instrument, laws or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.

0.3. Headings are for convenience only and have no bearing on the interpretation of these Terms.

0.4. Any phrase introduced by the term **“include”, “includes”, “including”, “in particular”** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

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

1. TOKEN FEATURES

0.6. Subject to the risks set out in Schedule 2, we will at all times use reasonable endeavours to ensure that the Tokens have the rights and features described in Schedule 1 of these Terms. We do not accept any obligation to ensure that the Tokens have any other right or interest. The entity which deals with you in relation to Tokens is subject to change in accordance with Clause 17.

2. THE LEGAL NATURE OF THE TOKENS AND THESE TERMS

1.1. No step has been taken to authorize these Terms nor Tokens in any jurisdiction. Neither of these Terms nor the Tokens, nor any information or publicity in relation to these, is intended to be provided to any person in any jurisdiction or territory where this activity would require a registration, approval or any other similar obligation to be completed.

1.2. By dealing in Tokens, you confirm that you are able to do so in accordance with these Terms and Applicable Law. **It is your responsibility to take advice from local legal, tax and other advisers to ensure that your dealing in Tokens does not constitute a breach of Applicable Law as applicable to you. If you have any doubt about this, you confirm that you have obtained appropriate legal advice to confirm that it is the case.**

3. COMPANY REPRESENTATIONS

0.7. The Company represents that:

- 0.7.1. it is duly established and validly existing under the laws of its domicile.
- 0.7.2. it has the appropriate authority and full power to enter into these Terms and to perform its obligations as contemplated by these Terms.

4. CONDITIONS FOR DEALING IN TOKENS

0.8. You may not deal in Tokens if you are a citizen of or a legal entity in:

- 0.8.1. any country that prohibits dealing in Tokens, and/or a person or entity resident in such a country;
- 0.8.2. any country which would deem the Tokens securities or require a licence to sell into their jurisdiction; or
- 0.8.3. any country or territory which appears on the sanctions lists of the Office of Foreign Assets Control of the U.S. Department of Treasury ("**OFAC**"), United Nations Security Council ("**UNSC**"), Her Majesty's Treasury ("**HMT**") or any other relevant sanctions list.

0.9. Both in participating in these Terms, you acknowledge and accept that:

- 0.9.1. you will pay any fees due in relation to Tokens;
- 0.9.2. to the extent relevant, any funds used to pay for the Tokens in no way come from illegal or unethical sources;
- 0.9.3. if purchasing Tokens, you will also (where relevant) need to (i) accept the terms of any distributor (including any Platform when acting in this capacity) you acquire the Tokens from, (ii) follow the payment process required by such distributor, and (iii) follow the process the distributor has in place for claiming your Tokens (which may require you to log into a platform or create an account);
- 0.9.4. you shall use the Tokens only for your own personal, non-commercial purposes;
- 0.9.5. other than as set forth in these Terms, you are not relying upon any other representation or warranty by the Company Parties or any other person, written or otherwise, in determining whether to deal in Tokens;
- 0.9.6. dealing in Tokens is subject to the risks associated with this activity, including those set out at Schedule 2, and you expressly acknowledge and assume these risks, and the Company Parties are not liable should they materialize;
- 0.9.7. the Moonshot Group has not made and does not make any representations that you will be able to generate a return on your purchase of Tokens, and you should not expect a return or a refund from the Moonshot Group in relation to your purchase of Tokens;
- 0.9.8. whilst the Moonshot Group will use reasonable endeavours to ensure that the Tokens match their description as set out in these Terms, the features of Tokens are subject to change, modification, amendment, alteration or

supplement at any time (at the Moonshot Group's sole discretion, so long as the Moonshot Group acts in good faith);

- 0.9.9. you understand that Tokens are not being provided by us as securities, e-money nor a stablecoin; and
 - 0.9.10. these Terms do not constitute a prospectus, offering memorandum or private placement memorandum of any sort, and does not pertain in any way to be any kind of regulated offering.
- 0.10. By dealing in Tokens, you covenant, represent and warrant that:
- 0.10.1. you are eligible under Applicable Law to agree to these Terms and deal in Tokens, including:
 - 0.10.1.1. if you are an individual, meeting any age, residency, legal capacity, competency and all other requirements; or
 - 0.10.1.2. if you are a body corporate, being duly organised and validly existing under the laws of your jurisdiction, and having full power, authority and right to bind yourself to these Terms and to receive Tokens, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations.
 - 0.10.2. you are legally permitted to enter these Terms and to deal in Tokens in your and any other relevant jurisdiction and shall not deal in Tokens in any way prohibited under Applicable Law, and any fees paid in connection with the Tokens in no way come from illegal or unethical sources.
 - 0.10.3. you have to your full satisfaction been furnished with any materials that you have requested relating to these Terms and the Tokens, have been afforded the opportunity to ask questions of representatives of the Company concerning them, and have reached your independent view regarding whether dealing in Tokens is right for you.
 - 0.10.4. you understand that dealing in Tokens is not intended to constitute a regulated investment nor the carrying on a regulated activity.
 - 0.10.5. you have the necessary and relevant experience, knowledge and understanding regarding dealing in cryptoassets generally and the Tokens specifically, as well as Token storage mechanisms (such as wallets), including but not limited to sufficient understanding of their risks, functionality, usage, storage, transmission mechanisms and the intricacies associated with them, to be able to competently enter into these Terms and deal in the Tokens.
 - 0.10.6. you accept that we have no obligation to confer any rights or functionality in relation to the Tokens other than as clearly and explicitly set out in these Terms.
 - 0.10.7. you accept that the Moonshot Group reserves the right to create new classes of cryptoassets and tokens under separate brands and with features outside of the scope of these Terms. Nothing in these Terms shall entitle you to have any rights (of whatever nature) in relation to such cryptoassets / tokens.
 - 0.10.8. you accept that Tokens are created and you obtain Tokens on an "as is" and "under development" basis. Therefore, provided we act in good faith in accordance with these Terms, you accept that the Moonshot Group is providing Tokens without being able to provide any warranties in relation to them,

including, but not limited to, title, merchantability or fitness for a particular purpose.

- 0.10.9. in order to deal in your Tokens in relation to a Platform you may need to agree to the additional terms and conditions which apply to users of that Platform, the exact terms of which may change. You accept the risk that if you are unable, for whatever reason, to accept the terms of the relevant Platform, then you may be unable to deal in the Tokens and the Tokens may be valueless to you.
- 0.10.10. you have not received any advice from us regarding whether you should participate in these Terms or deal in Tokens, and you are solely responsible for any evaluations, decisions and actions you make concerning these Terms and Tokens.
- 0.10.11. you will not provide any lien, charge or other security interest in relation to Tokens where this could interfere with them or these Terms.
- 0.10.12. all information you will and have supplied to the Moonshot Group is accurate and not misleading, and you will provide the Moonshot Group with any additional information which the Moonshot Group may reasonably require in order that the Moonshot Group can fulfil its legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligations to the extent applicable (and your ability to claim the Tokens may be subject to providing us the information we require to, and our ability to, comply with Applicable Law).
- 0.10.13. you will notify us promptly of any change to the information supplied by you to the Moonshot Group.
- 0.10.14. you accept responsibility for ensuring you have a wallet which supports ERC-20 for the purpose of dealing in the Tokens. You understand and accept that if you do not have wallet(s) which support Tokens, this may prevent you from dealing in Tokens, and you accept that the Moonshot Group is not responsible or liable for any losses as a result or consequence.
- 0.10.15. you accept responsibility to ensure the proper safekeeping of your Tokens and for ensuring the security of the wallet you use to hold Tokens, including any requisite private key(s) or other credentials necessary to access such wallet. If your private key(s) or other access credentials are lost, you may lose access to your Tokens, and you accept that the Company Parties are not responsible or liable for any such losses.
- 0.10.16. you are responsible for complying with restrictions set out in these Terms, the terms of any Platform, and as otherwise applicable to the Tokens.
- 0.10.17. you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against any Company Parties in relation to and / or in connection with these Terms and the Tokens.
- 0.10.18. to the extent permitted by Applicable Law and provided we act in good faith, the Company Parties make no warranty whatsoever, either expressed or implied, regarding the future success of the Tokens or the Moonshot Group.
- 0.10.19. you will not republish, redistribute or re-transmit any intellectual property provided in relation to the Moonshot Group, the Tokens, nor otherwise copy or store such intellectual property, other than for your use of the Tokens as permitted by the Moonshot Group and as may occur incidentally in the normal course of such use.

- 0.10.20. you will not attempt to circumvent the security of or interfere with the proper working of the Tokens, or any server on which it is / they are hosted, or otherwise introduce, or permit the introduction of, any Virus into the Tokens. Nor will you attempt to use any Platform in any way which would contravene that Platform's terms.
- 0.10.21. you accept that you bear sole responsibility for determining if your participation in these Terms and your dealing in Tokens has tax implications and for complying with any obligations you have in relation to tax. Tax treatment depends on your individual circumstances and may be subject to change in the future. Please note that taxes and costs may exist that are not paid via us or are not imposed by us.
- 0.11. Any sale of Tokens by you to another person is subject to these Terms, and you accept that you are responsible for ensuring that any acquirer of Tokens is aware of the fact that in doing so they accept and are subject to and bound by these Terms, which will be made publicly available on our Website.

5. FORWARD-LOOKING STATEMENTS

- 0.12. These Terms contain certain forward-looking statements. These are based on current intentions and made to the best of our present knowledge. Such forward-looking statements are subject to risks, uncertainties and other factors which could result in actual developments differing materially from, and being worse than, those expected or assumed or described in these forward-looking statements. Nothing contained in these Terms should be relied on as a promise or representation as to future performance of the Moonshot Group or the Tokens. In addition, the Company Parties do not assume any obligation to update any forward-looking statements nor to confirm any forward-looking statements to actual events or developments. The same is true in relation to the Website, which in any event are not binding on us.

6. OUR LIABILITY

- 0.13. Nothing in these Terms shall limit or exclude our liability for fraud, fraudulent misrepresentation, death or personal injury, or any other liability to the extent that it may not be limited or excluded by Applicable Law.
- 0.14. Subject to Clause 17, these Terms form an agreement between you and the Company, and any rights you may have to claim under these Terms and or in relation to Tokens are restricted to the Company. You may not claim against any other Company Parties or any other person, and they shall not have any liability for any loss to you howsoever caused.
- 0.15. We are not liable for any loss (of whatever nature and regardless of whether that loss is foreseeable and / or consequential) as a result of:
- 0.15.1. anything you accept under Clause 5;
 - 0.15.2. one or more the risks set out in Schedule 2 materialising;
 - 0.15.3. your breach of these Terms;
 - 0.15.4. any action or inaction, or any issue with, any Platform;
 - 0.15.5. any issue you have with your storage of the Tokens once you receive them;
 - 0.15.6. exercising any of our rights under these Terms; and / or
 - 0.15.7. events outside our reasonable control.

- 0.16. We are in no event liable for any losses other than where caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable for any indirect or consequential losses, nor for any loss of profit, revenue, contracts, data, goodwill or other similar losses).
- 0.17. To the extent that we may be deemed under Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, we explicitly exclude and reject any such duties or relationship to the extent permitted by Applicable Law.
- 0.18. Although we will take all reasonable care to ensure all electronic communications and attachments we send you are free from any known Virus, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any Virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of Tokens. You acknowledge and accept the risks inherent in communicating by email, particularly of its unauthorised interception and of its not reaching the intended recipient.
- 0.19. Our total liability for losses of whatever nature in relation to these Terms and any Tokens you deal in acquire shall not exceed the total fees paid by you to us in connection with the Tokens.

7. YOUR LIABILITY

- 0.20. You agree to indemnify the Company Parties for any losses that arise from or relate to:
- 0.20.1. any breach by you of any Applicable Law in your jurisdiction;
 - 0.20.2. your breach of the rights of any person (including, but not limited to rights of privacy and intellectual property rights);
 - 0.20.3. any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you; and
 - 0.20.4. any loss resulting from your breach of these Terms.
- 0.21. Losses for the purposes of this Clause 8 include direct and indirect losses, as well as any costs and expenses (including legal fees) in relation to dealing with claims, demands and / or actions.

8. REFUSAL OF REFUND OR CANCELLATION REQUESTS

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

9. INFORMATION SHARING

- 0.23. Information on how we process your data is set out in our privacy policy, available on our Website.

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

- 0.24. You will at all times:
- 0.24.1. provide the Moonshot Group with any information the Moonshot Group may request for the purposes of verifying your identity (including if relevant that of your beneficial owners) and checks required in relation to prevention of money

laundering, terrorist financing, fraud, or any other financial crime and permit the Moonshot Group to keep a record of such information. This includes completing any verification procedures and customer identity checks that the Moonshot Group may require.

- 0.24.2. authorise the Moonshot Group to make any inquiries, whether directly or through third parties, that the Moonshot Group considers necessary to verify your identity or to protect you and/or the Moonshot Group against fraud or other financial crime, and to take any action the Moonshot Group reasonably deems necessary based on the results of such inquiries.
- 0.25. You acknowledge that your access to the Tokens may be altered, on an ongoing basis, as a result of the information provided under this Clause 11.
- 0.26. You acknowledge that in carrying out inquiries, your personal information may be disclosed by the Moonshot Group to identity verification, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

11. TERMINATION

- 0.27. We may terminate our agreement with you under these Terms:
 - 0.27.1. by giving you 30 days' notice; and / or
 - 0.27.2. if you breach these Terms and either cannot remedy such breach or fail to do so within 15 days of us requiring you to do so.
- 0.28. Our agreement with you under these Terms shall terminate automatically:
 - 0.28.1. if a Party is unable to pay its debts as they fall due or a petition for winding up is presented or it shall go into liquidation (save for the purpose of amalgamation or reorganisation) or enters into an arrangement with its creditors generally or an administrator, an examiner or any equivalent has been appointed thereto or has a receiver appointed over all or any part of its assets or suffers any execution over such assets.
 - 0.28.2. if required by a regulator or court of competent jurisdiction and / or by Applicable Law.
 - 0.28.3. If you do not agree with a change to these Terms, in accordance with Clause 13.3.
- 0.29. On termination:
 - 0.29.1. you will no longer be able to deal in the Tokens (and we have the right at our sole discretion to require you to dispose of them in accordance with our instructions);
 - 0.29.2. we will be under no obligation to return any amounts paid by you in connection with the Tokens; and
 - 0.29.3. you will no longer be able to use or have any right to deal in Tokens.
- 0.30. Termination of these Terms shall not affect the continued operation or enforcement of Clauses 7, 8, 9, 14 and any other provision of these Terms which reflects an intention of the Parties that it should survive termination.

12. CHANGES TO THESE TERMS

- 0.31. We will give you reasonable notice of any changes to these Terms; or we may make changes with immediate effect where they are in your favour, are required by Applicable Law or relate to the addition of new services.
- 0.32. We will notify you of any changes [via notification via our Website]. You will be treated as accepting any change that we make to these Terms unless you tell us that you do not agree to the change, in which case you can end your agreement with us under these Terms without charge by giving us notice at any time before the date the change comes into effect.
- 0.33. If you do not agree with any change to these Terms, then you must notify us immediately by emailing us at Tevvez2.0@protonmail.com. We will deem any such notification termination of your agreement with us under these Terms.

13. INTELLECTUAL PROPERTY

- 0.34. The Company Parties and their licensors (if any) are at all times the owners of all intellectual property relating to these Terms and the Tokens as well as any related software or information provided in relation to these Terms and the Tokens (the "**Intellectual Property**"). Nothing in these Terms gives you any rights in respect of any Intellectual Property and you do not acquire any such rights by using or receiving these Terms, the Tokens or any other Intellectual Property provided in relation to such.
- 0.35. You shall not, except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the Parties:
 - 0.35.1. except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any Intellectual Property;
 - 0.35.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Intellectual Property;
 - 0.35.3. access all or any part of the Intellectual Property in order to build a product or service which competes with the Tokens and / or the activities of the Moonshot Group;
 - 0.35.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Intellectual Property available to, any third party; and / or
 - 0.35.5. attempt to obtain, or assist third parties in obtaining, access to Intellectual Property other than as expressly permitted by these Terms.
- 0.36. Intellectual Property may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "**Open Source Software**"). To the extent that Tokens use or contain any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor ("**Open Source Licence Terms**") and not under these Terms, and you accept and agree to be bound by such Open Source Licence Terms.

14. COMMUNICATIONS

- 0.37. Communications between the Parties shall be in English. So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction has been given by you.
- 0.38. You may contact us by email at: Tevvez2.0@protonmail.com
- 0.39. It is vital that you keep your contact details with us up to date and ensure that only persons who have authorisation to deal with us in relation to accepting Tokens have the ability to send us communications using your contact details.
- 0.40. Communications by email will be deemed received on the earlier of the time at which it is accessed or 2 business days after receipt (except as regards emails sent to us, if there is a bounce-back stating the communication has not been delivered, the communication shall be deemed not sent).
- 0.41. We will treat any communication made using your contact details as being authorised by you, regardless of whether the person making the communication has actual authority to do so, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of so doing.
- 0.42. Notwithstanding Clause 15.4, where we in good faith believe that a communication has not been authorised, we are entitled to not accept it, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of this.
- 0.43. You also must be vigilant when communicating to ensure you are actually communicating with us, as we do not accept any liability in the event that a third party tricks you into communicating with someone other than us.

15. TAX EVASION AND BRIBERY

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

16. NOVATION

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

17. MISCELLANEOUS

Legal, tax and accounting advice

- 0.47. We do not provide, nor do we accept responsibility for, any legal, tax or accounting advice. If you are unsure regarding any of the legal, tax or accounting aspects of these

Terms, dealing in Tokens and / or any Platform you should seek independent professional advice.

Entire agreement and legal status

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

Waiver and changes

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

Delegation and assignment

- 0.52. We may at our sole discretion, assign our rights and/or delegate our duties under these Terms and engage subcontractors to perform obligations on our behalf, so long as we take due skill and care in selecting and overseeing our delegees.
- 0.53. You may not assign, transfer, delegate, charge or create third party interests over any of your rights or responsibilities in relation to these Terms nor the Tokens, nor may you agree to do any of the same, without our prior written consent (which we may withhold at our sole discretion).

Illegality and severability

- 0.54. Each of the provisions of these Terms are separate, severable and enforceable. If any portion of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these Terms, which shall

continue to be in full force and effect. Also, the Parties shall negotiate in good faith to agree a replacement for the ineffective provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Partnership

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

Commencement

- 0.56. These Terms takes effect and binds the Parties to it with effect from the date on which you start dealing in the Tokens.

Third parties

- 0.57. This clause is subject to Clause 17 and the Parties intend that persons within the Moonshot Group shall have the right to enforce any rights granted to them under these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**"). Save as aforesaid, the Parties do not intend that the provisions of these Terms shall be enforceable by virtue of the 1999 Act or otherwise by any person not a Party to it. Notwithstanding this clause 18.11, the consent any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms.

Jurisdiction

- 0.58. If you are a consumer, please note that these Terms, their subject matter, the Tokens and any dispute or claim arising out of or in connection with them shall be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, its subject matter, and the Tokens. However, nothing in these Terms will override any mandatory laws of the country in which you have your usual place of residence or limit your legal rights to bring actions against us or to require proceedings take place in the country in which you have your usual place of residence.
- 0.59. If you are a business, these Terms, their subject matter, the Tokens and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).

1. SCHEDULE 1

Token features

PLEASE NOTE THAT THE BELOW REPRESENTS OUR INTENTIONS FOR THE OPERATION OF THE TOKENS AS AT THE DATE OF THESE TERMS. HOWEVER, THERE MAY BE LEGAL, REGULATORY OR COMMERCIAL REASONS WHY THE TOKENS MAY DIFFER FROM THE BELOW.

Please note that the Moonshot Group:

- has no obligation to give the Tokens any rights or attributes other than those outlined below, and the Tokens shall not give you any rights in relation to any aspect of any business conducted at any time by the Moonshot Group other than as explicitly stated below.
- reserves the right to create new classes of fungible or non-fungible tokens under separate brands and with features outside of the scope of these Terms. Nothing in these Terms shall entitle you to have any rights (of whatever nature) in relation to such tokens.

Token Features

[Wager]

Tokens shall have the following symbol / ticker: 

\$VS

2. SCHEDULE 2

Certain Risks Relating to Tokens

Dealing in Tokens involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risks of a complete loss of all capital used to deal in Tokens.

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

Important Note: As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities nor any other form of regulated investment product. Accordingly, there has not been any consideration as to whether Tokens are a suitable or an appropriate thing for you to acquire. The Company Parties expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Schedule 2, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

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

1. Lack of operating history

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

The Moonshot Group's lack of an operating history may make it difficult for you to evaluate the Moonshot Group's business and operating prospects in connection with acquiring Tokens. These risks include, but are not limited to, the Moonshot Group's ability to: (i) increase revenues and manage costs relating to the Moonshot Group's operations and the development of the Tokens; (ii) increase awareness of the Moonshot Group and Tokens; (iii) maintain current and develop new strategic relationships; (iv) respond effectively to competitive pressures; (v) continue to develop and upgrade technology; (vi) attract, retain, and motivate qualified personnel; and (vii) raise any additional capital as potentially required. There are no assurances that the Moonshot Group's business strategy will be successful, nor that the Moonshot Group will address these risks successfully during the development, launch and ongoing maintenance of the Tokens.

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

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

Any errors or malfunctions caused by or otherwise related to the wallet you use to receive and store Tokens, including your own failure to properly maintain or use such wallet, may

also result in the loss of your Tokens. Failure to precisely follow any procedures set forth by the Moonshot Group for buying, transferring and receiving Tokens, including, for instance, providing an incorrect wallet address, or using wallet(s) that do not accept Tokens, may result in the loss of Tokens you hold.

3. Regulatory risks

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

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

4. Legal proceedings and litigation

From time to time, the Moonshot Group may be involved in legal proceedings or litigation. The results of such legal proceedings and claims cannot be predicted with certainty and, regardless of the outcome, legal proceedings could have an adverse impact on the Moonshot Group's business or development because of defence and settlement costs, diversion of resources, and other factors.

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

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

5. Risks associated with the blockchain protocol

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

6. Risk of hacking and software and security weaknesses

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

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

7. Risks associated with uncertain regulations and enforcement actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including in relation to the Tokens. Regulatory actions could negatively impact the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. The Moonshot Group may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks associated with Token features

Although the Moonshot Group intends for the Tokens to follow the specifications set forth in these Terms, the Moonshot Group may have to make changes to the specifications of the Tokens for any number of reasons. The Tokens may therefore be subject to significant conceptual, technical and commercial changes. This could create the risk that the Tokens may no longer be supported by a Platform.

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

9. Risk of an unfavourable fluctuation of cryptoasset values

The Moonshot Group intends to develop the Moonshot Group's business. Amounts received from Token holders may be converted into other cryptoassets or fiat currencies. If the value of cryptoassets or fiat currencies fluctuate unfavourably this may mean that the Moonshot Group may not be able to fund business development and deployment as expected.

10. Risk of closure, changes or abandonment

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

The Moonshot Group may need to make changes to the Tokens for any number of legitimate reasons, and the Moonshot Group may be unable to develop the Tokens in a way that successfully realizes those specifications.

Furthermore, it is possible that a Platform will experience malfunctions or otherwise fail, and this may negatively impact the operation of that Platform. This may impact your ability to deal in the Tokens on a Platform.

More generally, you are aware of the risk that any Platform could be fully or partially abandoned, be rendered commercially unsuccessful or otherwise be shut down because of a lack of interest, to comply with Applicable Law or for other reasons and it may be impossible to deal in the Tokens on another Platform.

11. Liquidity risk

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

12. Intellectual property

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

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

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

13. No management rights in the Moonshot Group

Holders of Tokens will have no voting rights or other management or control rights in the Moonshot Group by virtue of the Tokens, and, consequently, the purchase of the Tokens does not carry with it any right to take part in the control or management of the Moonshot Group's business. Accordingly, the Moonshot Group's directors and shareholders who hold voting shares will control the Moonshot Group's decisions, including those relating to the development of Tokens. Holders of Tokens will have no influence or vote on

any corporate matters, and the voting shareholders and directors may take actions of which a majority of holders of Tokens disapprove. In assessing the risks and rewards of dealing in Tokens, you must be aware that you are relying solely on the good faith, judgment and ability of the Moonshot Group's directors, officers and employees to make appropriate decisions with respect to the Moonshot Group's management and the development of the Tokens.

14. Tokens have no refund rights or similar features

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

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

The Moonshot Group's management will have sole discretion over the use of the proceeds received as a result of any offering of Tokens. You will be relying on the Moonshot Group's management to identify and deploy proceeds accordance with the Moonshot Group's objectives and policies.

16. Future sales of Tokens and other types of token

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

17. Dependence on Platform(s)

The ability to deal in Tokens is dependent upon Platform(s). There is a risk that any (or all available) Platform(s) may go insolvent, be fraudulent, be hacked or otherwise be no longer able to facilitate dealing in Tokens. If this happens, there is no guarantee that there will be an alternative Platform to allow you to deal in your Tokens.

18. The prices of cryptoassets are extremely volatile

Fluctuations in the price of cryptoassets could materially and adversely affect the Moonshot Group's business, and Tokens may also be subject to significant price volatility.

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

- the ability (if any) of Tokens to trade on a secondary market;
- global digital asset and token supply;
- global digital asset and token demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets, the security of online digital asset exchanges and digital wallets that hold cryptoassets, the perception that the use and holding of cryptoassets is safe and secure, and the regulatory restrictions on their use;

- general expectations with respect to the rate of inflation, interest rates and exchange rates;
- changes in the software, software requirements or hardware requirements underlying Tokens;
- changes in the rights, obligations, incentives, or rewards for the various holders of Tokens;
- interruptions in service from or failures of major digital asset and token exchanges on which cryptoassets and Tokens are traded;
- investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in Tokens or other cryptoassets;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law;
- global or regional political, economic or financial events and situations; and
- expectations among cryptoassets participants that the value of Tokens or cryptoassets generally will soon change.

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

19. Market sentiment risk

There is a tendency in the media to “group” cryptoassets. Therefore, the market perception of one cryptoasset may influence another, even if there is no direct link between the two. Also, a hack or issue with a Platform or a smart contract may lead to a loss of investor confidence more generally in cryptoassets as an investment. A loss of confidence in a cryptoasset can lead to large losses in the value of cryptoassets generally and therefore may cause the price of the Tokens to decrease.

20. Purchasers may lack information for monitoring their investment

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

21. Tokens may not be classified as unregulated Tokens

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

22. General economic risks

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

23. Unanticipated risks

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

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