

TERMS AND CONDITIONS OF THE \$ELP TOKEN COMMUNITY SALE

Effective Date: July 15th, 2025

DISCLAIMERS AND NOTICES

These disclaimers and notices are intended to highlight the risk and key terms and conditions. These disclaimers and notices do not set out everything the Purchaser must know before participating in the Token Sale and/or Token Claim and they do not substitute or override the contents of these Terms and Conditions of the \$ELP Token Community Sale.

PLEASE READ THESE TERMS OF \$ELP TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE \$ELP TOKEN.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ENTER INTO A BINDING AGREEMENT WITH THE SELLER. THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT AFFECT YOUR RIGHTS. THE PURCHASE, POSSESSION AND USE OF CRYPTOCURRENCIES, SUCH AS DIGITAL TOKENS, IS ASSOCIATED WITH MANY RISKS (INCLUDING FINANCIAL RISKS), SOME OF WHICH HAVE BEEN IDENTIFIED BY THE SELLER IN THESE TERMS AND CONDITIONS.

IF YOU HAVE ANY DOUBTS ABOUT THE SUITABILITY, PURCHASE, STORAGE OR USE OF THE DIGITAL TOKENS REFERRED TO IN THESE TERMS AND CONDITIONS, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL. THE SELLER IS NOT YOUR FINANCIAL ADVISOR, LEGAL ADVISOR, INVESTMENT ADVISOR OR ANY OTHER ADVISOR OF ANY KIND AND DOES NOT PROVIDE ANY INVESTMENT, FINANCIAL, LEGAL OR TAX ADVICE TO ANYONE, IN PARTICULAR IN THESE TERMS. THESE TERMS ARE NOT INTENDED TO BE ANY SORT OF ADVICE AND SHOULD NOT BE CONSTRUED AS SUCH. BEFORE PURCHASING, CLAIMING, LOCKING OR INTERACTING WITH \$ELP TOKEN IN ANY WAY YOU SHOULD CONSULT YOUR INDEPENDENT FINANCIAL, LEGAL, OR TAX PROFESSIONALS. ALL DECISIONS MADE BY YOU IN CONNECTION WITH THE TOKEN SALE ARE BASED SOLELY ON YOUR OWN ASSESSMENT OF YOUR SITUATION AND OBJECTIVES AND ARE YOUR SOLE RESPONSIBILITY.

THE \$ELP TOKEN IS A CRYPTO-ASSET THAT USES BLOCKCHAIN SOLUTIONS BASED ON DISTRIBUTED LEDGER TECHNOLOGY. VALUE AND PRICES OF ANY CRYPTO-ASSETS ARE VOLATILE AND MAY FLUCTUATE. THESE FACTS CAN ADVERSELY AFFECT THE VALUE OF THE \$ELP TOKEN IN THE FUTURE. WE MAKE NO GUARANTEE OR WARRANTY OF ANY KIND AS TO THE FUTURE VALUE OR PRICES OF THE \$ELP TOKEN OR TO FUTURE INCOME RELATED TO THEIR PURCHASE OR SALE. USE OF THE \$ELP TOKEN MAY BE PROHIBITED OR SUBJECT TO RESTRICTIONS IN CERTAIN JURISDICTIONS. YOU SHOULD CONSULT YOUR PROFESSIONAL TAX, LEGAL OR CRYPTO-ASSET ADVISORS BEFORE INTERACTING WITH THE \$ELP TOKEN IN ANY WAY TO ENSURE THAT SUCH USE WOULD COMPLY WITH REGULATORY REQUIREMENTS IN YOUR JURISDICTION.

NO PROVISION OF THESE TERMS AND CONDITIONS OR THE SALE OF TOKEN UNITS CONSTITUTES A PROSPECTUS, INVITATION TO INVEST OR AN OFFER OF SECURITIES, INVESTMENTS OR FINANCIAL INSTRUMENTS IN ANY JURISDICTION. YOU ACKNOWLEDGE THAT YOU ARE NOT PARTICIPATING IN THE SALE OF TOKEN UNITS FOR INVESTMENT, SPECULATIVE OR PROFIT-MAKING PURPOSES, BUT FOR TOKEN'S UTILITY PURPOSES WITHIN THE SELLER'S ECOSYSTEM.

THE TOKEN HAS NOT BEEN APPROVED OR DISAPPROVED BY ANY UNITED STATES' REGULATORY AUTHORITY. THE TOKEN WILL NOT BE, AND ARE NOT REQUIRED TO BE, REGISTERED WITH THE SEC UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) OR ON A UNITED STATES SECURITIES

EXCHANGE. THE SELLER DOES NOT INTEND TO TAKE ANY ACTION TO FACILITATE A MARKET FOR THE TOKEN IN THE UNITED STATES. THE TOKEN MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

1. GENERAL PROVISIONS

- 1.1. These Terms and Conditions of the \$ELP Token Community Sale (the “**Terms**”) constitute a legally binding agreement (“**Agreement**”) between the participant (“**Purchaser**”, “**you**”, “**your**” etc.) and ELYMPICS INC., a company incorporated in St. Vincent and the Grenadines with company registration number 0273/2004 and its registered address at Top Floor, Daize Commercial Building, Corner of Arnos Vale Road and Vigie Highway, Arnos Vale, Kingstown, St. Vincent and the Grenadines (“**Seller**”, “**we**”, “**our**” etc.).
- 1.2. By participating in the \$ELP Token Community Sale (“**Token Sale**”), you expressly acknowledge and represent that you have read, understood, and agreed to be bound by these Terms and all terms and conditions incorporated herein by reference.
- 1.3. The \$ELP token (“**Token**”) is a digital cryptographic asset that uses blockchain solutions based on distributed ledger technology and as such its purchase, possession and/or use are subject to certain risks further described in Section 3. TOKEN and Annex no. 1 – DESCRIPTION OF THE TOKEN.
- 1.4. The Token Sale and time of purchase of the Token is separate from the time when the Purchaser may claim the Token, subject to vesting requirements if applicable (“**Token Claim**”).
- 1.5. To the extent your participation in Token Sale involves use of the website available at: <https://communitysale.elympics.ai> or <https://cockpit.elympics.ai> (“**Websites**”), the relevant terms and conditions on the use of these Websites (“**Websites Terms of Use**”) apply accordingly. These Terms do not regulate the terms and conditions of the use of the Website beyond the extent set out in these Terms, in particular in connection with the Token Sale and Token Claim.
- 1.6. These Terms do not deprive the consumers of the protection(s) afforded to them by the provisions of law that cannot be derogated from by agreement by virtue of the law of the country where the consumer has his habitual residence, as well as do not restrict any rights of the consumer that cannot be excluded or limited by the applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, federal or local, in force at any time in relation to the Purchaser or the Seller in connection with the Agreement, including, but not limited to, the governing law stipulated under the laws of St. Vincent and the Grenadines (“**Applicable Law**”). If the Purchaser has such protection(s) or rights that cannot be limited, the relevant provisions of the Applicable Law will apply.
- 1.7. If the Purchaser is a natural person within the European Union or European Economic Area who in connection with the Token Sale and/or Token Claim performs legal actions with the Seller, which are not directly connected with his/her professional or business activity, including a prospective or factual retail holder of a Token (“**EU Consumer**”), certain provisions of these Terms may apply in addition or in place of other relevant provisions of these Terms. Such provisions are clearly marked as such and set out in relevant sub-sections of these Terms. For

the avoidance of doubt, in case of any discrepancy between the provisions of the sub-sections addressed to the EU Consumers and other provisions of these Terms, the provisions of the sub-sections addressed to the EU Consumers shall apply.

- 1.8. These Terms are made available for download in durable form (PDF file) on the Website available at: <https://communitysale.elympics.ai>.
- 1.9. The following annexes are an integral part of these Terms:
 - 1.9.1. Annex no. 1 – DESCRIPTION OF THE TOKEN.
 - 1.9.2. Annex no. 2 – RISK NOTICE AND DISCLAIMERS.
- 1.10. **IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY OR DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MUST NOT PARTICIPATE IN THE TOKEN SALE.**

2. DEFINITIONS

- 2.1. The following terms used in these Terms shall have the meaning set forth below:
 - 2.1.1. **Agreement** – a binding contract between the Purchaser and the Seller governed by these Terms.
 - 2.1.2. **Applicable Law** – any and all applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, federal or local, in force at any time in relation to the Purchaser or the Seller in connection with the Agreement, including, but not limited to, the governing law stipulated under the laws of St. Vincent and the Grenadines.
 - 2.1.3. **Closing Date** – the Closing Date as defined in Section 7.2 of these Terms.
 - 2.1.4. **Effective Date** – the date set out in Section 21.1 of these Terms.
 - 2.1.5. **EU Consumer** – natural person within the European Union or European Economic Area who in connection with the Token Sale performs legal actions with the Seller, which are not directly connected with his/her professional or business activity, including a prospective or factual retail holder of a Token.
 - 2.1.6. **ICT Systems** – a set of interoperable computing devices and software providing for the processing and storage of data as well as the sending and receiving of data over telecommunications networks, including all computers, communications, electronic, data processing or cloud systems employed by the Seller in connection with the performance of the Agreement.
 - 2.1.7. **NFT Shard** – a non-fungible token (NFT) issued or recognized by the Seller that grants eligibility to participate in the Token Sale.
 - 2.1.8. **Purchase Amount** – the Purchase Amount as defined in Section 7.4 of these Terms.
 - 2.1.9. **Purchaser (“you”, “your” etc.)** – natural person who is a participant of the Token Sale subject to these Terms.
 - 2.1.10. **Qualified Wallet** – the Qualified Wallet as defined in Section 6.1.2 of these Terms.
 - 2.1.11. **Restricted Countries** – the following countries, including their territories and dependencies: Russian Federation, Republic of Belarus, Russian-occupied territories of Ukraine, United States of America, People's Republic of China.
 - 2.1.12. **Sanctions** – any sanctions issued, administered, or enforced by any country, government, or international, authority, including the St. Vincent and the Grenadines, the United Nations Security Council, the European Union, the US Department of State, the US Department of the Treasury’s Office of Foreign Assets Control.

- 2.1.13. **Seller** (“we”, “our” etc.) – ELYMPICS INC., a company incorporated in St. Vincent and the Grenadines with company registration number 0273/2004 and its registered address at Top Floor, Daize Commercial Building, Corner of Arnos Vale Road and Vigie Highway, Arnos Vale, Kingstown, St. Vincent and the Grenadines.
- 2.1.14. **Starting Date** – the Starting Date as defined in Section 7.2 of these Terms.
- 2.1.15. **Terms** – these Terms and Conditions of the \$ELP Token Community Sale.
- 2.1.16. **TGE Date** – the date on which the Token units are first made available to Purchasers as set out in Section 8.4 of these Terms.
- 2.1.17. **Third Party** – an entity other than the Seller and the Purchaser.
- 2.1.18. **Token** – the \$ELP token issued by the Seller.
- 2.1.19. **Token Claim** – the process of claiming Token units purchased during the Token Sale through the Token Claim Website.
- 2.1.20. **Token Claim Website** – the Website available at: <https://cockpit.elympics.ai>.
- 2.1.21. **Token Sale** – the offer to purchase Token units made by the Purchaser to the Seller through the Token Sale Website between the Starting Date and the Closing Date.
- 2.1.22. **Token Sale Website** – the Website available at: <https://communitysale.elympics.ai>.
- 2.1.23. **Token Sale Cap** – the Token Sale Cap as defined in Section 7.8 of these Terms.
- 2.1.24. **Websites** – the websites operated by the Seller available at: <https://communitysale.elympics.ai> and: <https://cockpit.elympics.ai>.
- 2.1.25. **Websites Terms of Use** – the terms and conditions of the Websites available at the Websites.
- 2.1.26. **Withdrawal Period** – the Withdrawal Period as defined in Section 7.11 of these Terms.
- 2.2. Section headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision of these Terms.

3. TOKEN

- 3.1. The description of the Token and its functions is set out in Annex no. 1 – DESCRIPTION OF THE TOKEN.

4. ACKNOWLEDGEMENT OF RISK

- 4.1. **BY EXECUTING THE AGREEMENT UNDER THESE TERMS THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE NUMEROUS RISKS ASSOCIATED WITH PURCHASE, POSSESSION, AND/OR USAGE OF THE TOKEN, IN PARTICULAR THE RISKS LISTED IN THE ANNEX NO. 2 – RISK NOTICE AND DISCLAIMERS.**

5. REPRESENTATIONS

- 5.1. The Seller makes no guarantees or representations of any kind regarding the utility, market value, or future availability of the Token.
- 5.2. **THE PURCHASER CONFIRMS THAT THE SELLER (INCLUDING, BUT NOT LIMITED TO, THROUGH CONVERSATIONS WITH THE SELLER'S REPRESENTATIVES, THE TOKEN WHITE PAPER OR ANY EDUCATIONAL, INFORMATIONAL, ADVERTISING OR MARKETING MATERIALS) HAS NOT LED THE PURCHASER TO BELIEVE THAT THE AGREEMENT OR THE TOKEN UNITS SUBJECT TO THE AGREEMENT CONSTITUTE AN INVESTMENT IN WHICH THE PURCHASER INTENDS OR SUBJECTIVELY BELIEVES THAT HE MAY OBTAIN PROFITS FROM THE BUSINESS OR**

MANAGEMENT ACTIVITIES OF OTHER PERSONS, INCLUDING THROUGH THE EFFORTS OF THE SELLER OR THE SELLER'S REPRESENTATIVES (I.E. DIRECTORS, MEMBERS OF MANAGEMENT, EMPLOYEES, CONTRACTORS OR AGENTS).

- 5.3. The Purchaser acknowledges that the Seller is not an entity providing investment, crypto-asset, tax or legal advice or providing any investment recommendations in the context of the Agreement.
- 5.4. The Purchaser hereby warrants that the Purchaser has full legal capacity, power and authorizations to conclude and execute the Agreement and to perform its obligations under the Agreement.
- 5.5. The Purchaser acknowledges that the Agreement constitutes a valid and binding commitment of the Purchaser, enforceable in accordance with the terms and conditions of the Agreement (i.e. these Terms), except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of the Purchaser's rights.
- 5.6. The Purchaser represents that the Purchaser concludes the Agreement on its own account, not as a nominee or agent and not with a view to, or for resale or in connection with the distribution of the rights and obligations hereunder and the Purchaser hereby warrants that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.
- 5.7. The Purchaser represents that the Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the Token purchase.
- 5.8. The Purchaser does not refer to any advice or recommendations (written or oral) of the Seller. The Purchaser concludes the Agreement on the basis of the Purchaser's own judgment and upon the advice of such professional advisers whom it considers necessary to consult with.

6. ELIGIBILITY FOR PARTICIPATION IN THE TOKEN SALE AND TOKEN CLAIM

[Technical requirements]

- 6.1. To participate in the Token Sale, the prospective Purchaser must:
 - 6.1.1. be able to access and use the Token Sale Website in accordance with the applicable Website Terms; and
 - 6.1.2. have a functioning crypto wallet belonging to the Purchaser that is compatible with Ethereum and Base blockchain network(s) and that holds an NFT Shard or has been previously whitelisted by the Seller ("**Qualified Wallet**").
- 6.2. If the prospective Purchaser does not meet any of the requirements set out in Section 6.1 of these Terms, the prospective Purchaser is obligated to refrain from participation in the Token Sale.

[Legal requirements]

- 6.3. To participate in the Token Sale, the prospective Purchaser must:
 - 6.3.1. be at least 18 years old or of the legal age in accordance with the Applicable Law at the time of accessing the relevant Token Sale Website;
 - 6.3.2. have the full legal capacity to conclude agreements under the Applicable Law;
 - 6.3.3. comply with additional requirements as regards specific Services set out in these Terms (if applicable).

- 6.4. If the prospective Purchaser does not meet any of the requirements set out in Section 6.3 of these Terms, the prospective Purchaser is obligated to refrain from participation in the Token Sale.

[Compliance requirements]

- 6.5. To participate in the Token Sale, the prospective Purchaser must comply with the Applicable Law, including the local laws regarding the lawful purchase, possession and/or usage of crypto-assets in the Purchaser's jurisdiction.
- 6.6. By participating in the Token Sale, the prospective Purchaser declares that:
- 6.6.1. the prospective Purchaser does not and will not carry out any illegal activity, including money laundering, financing of terrorism or any other activity in violation of any state or international sanctions as defined by the Applicable Law in connection with participation in the Token Sale;
 - 6.6.2. the prospective Purchaser is not subject to any Sanctions and is not, directly or indirectly, associated with, owned or controlled by any person subject to any Sanctions;
 - 6.6.3. the prospective Purchaser is not located in a Restricted Country, is not a citizen of a Restricted Country, and is not a resident of a Restricted Country;
 - 6.6.4. the prospective Purchaser's crypto-assets used as Purchase Amount in connection with the Token Sale come from legitimate sources.
- 6.7. If the prospective Purchaser does not meet any of the requirements set out in Section 6.5-6.6 of these Terms, the prospective Purchaser is obligated to refrain from participation in the Token Sale.

[KYC requirements]

- 6.8. The Seller reserves the right to employ KYC verification, mandatory either for all or some of the Purchasers, at the Seller's sole discretion, in order to ensure compliance with Applicable Law, including the Sanctions. If the Seller establishes a KYC verification system, the Purchaser must pass the KYC verification processes set up by the Seller with positive result in order to participate in the Token Claim.
- 6.9. **THE PURCHASER ACKNOWLEDGES THAT, IF SELLERS ESTABLISHES KYC SYSTEM, THE COMPLETION OF THE KYC VERIFICATION WITH A POSITIVE RESULT IS A CONDITION FOR CLAIMING THE PURCHASED TOKEN UNITS AND THAT THE NEGATIVE RESULT OF THE KYC VERIFICATION PROCESS FOR ANY REASON WILL CAUSE THE AGREEMENT TO BE TERMINATED SUBJECT TO SECTION. 10 TERMINATION.**

7. RULES OF THE TOKEN SALE

[Token Sale Website]

- 7.1. The Token Sale will take place through the Token Sale Website.

[Time]

- 7.2. The Token Sale will commence on July 15th, 2025, at 14:00 UTC ("**Starting Date**") and will close on July 17th, 2025, at 14:00 UTC ("**Closing Date**").

[Price]

- 7.3. The fixed price of one Token unit during the Token Sale between the Starting Date and the Closing Date shall be the amount of ETH token units equal in value to 0.01740 USD at the time of purchase. The fixed price referred to in the preceding sentence does not include gas fees or other applicable network fees charged by the blockchain network(s) in connection with the purchase, including fees of the network validators. The Seller is not responsible for the amount of the gas fee or other applicable network fees as it is outside of the Seller's control and the Seller may not be aware of its specific amount due to the way blockchain technology works.

[Payment]

- 7.4. The payment the Purchaser shall make in exchange for receiving the Token units may be paid only in ETH token units and must originate from the Qualified Wallet ("**Purchase Amount**"). Any payments that do not meet the criteria set out in the preceding sentence shall be deemed invalid and will be refunded to the originating crypto wallet. In such case:
- 7.4.1. the Seller shall refund to the Purchaser an amount equivalent to the Purchase Amount expressed in the crypto-assets in which the Purchase Amount has been paid, corresponding to the rate applicable at the date of payment of the Purchase Amount, unless otherwise agreed by the Parties;
- 7.4.2. the Seller is not responsible for any change in the value of the crypto-assets in relation to currency as well as for an exchange rate risk or a currency risk.
- 7.5. The payment of Purchase Amount (date of purchase) shall be understood as the day when the Purchase Amount has been credited to the Seller's network address.

[Purchasable Token amount]

- 7.6. Each Purchaser may purchase the amount of the Token units equal in value to the value of up to 0.5 (zero point five) ETH token unit per each NFT Shard hold in the Qualified Wallet as per the fixed price of one Token unit.
- 7.7. For the purpose of Section 7.6 of these Terms, whitelisted status of a Qualified Wallet counts as one NFT Shard hold in the Qualified Wallet.

[Token Sale cap]

- 7.8. The maximum amount of Token units available for purchase during the Token Sale shall be 11 494 253 (eleven millions four hundred ninety-four thousand two hundred fifty-three) Token units ("**Token Sale Cap**").

[Token Sale process]

- 7.9. To purchase Token units, the Purchaser must:
- 7.9.1. visit the Token Sale Website after the Starting Date and before the Closing Date;
- 7.9.2. connect the Qualified Wallet to the ICT Systems of the Seller through the Token Sale Website to check if the Purchaser is eligible to participate in the Token Sale;
- 7.9.3. if eligible, select amount of Token units that Purchaser intends to purchase, not greater than the maximum purchasable Token amount set out in accordance with Sections 7.6-7.7 of these Terms displayed on the Token Sale Website;
- 7.9.4. pay the Purchase Amount by depositing it to the Seller's crypto wallet on Ethereum blockchain network from the Qualified Wallet and confirming the transaction with the Qualified Wallet.

[Finality of purchase]

- 7.10. All purchases are final and non-refundable, except as explicitly provided under Section 7.4, Sections 7.11-7.16, and Section 10.3-10.4 of these Terms, in particular the Purchasers shall have no right to cancel, reverse, or refund any Purchase Amounts paid to the Seller.

[EU Consumers]

- 7.11. The Purchaser who is an EU Consumer has a right of withdrawal as a retail holder of a Token within a period of 14 calendar days ("**Withdrawal Period**").
- 7.12. During the Withdrawal Period, the Purchaser who is an EU Consumer may withdraw from the Agreement to purchase Token units without incurring any fees or costs and without being required to give reasons.
- 7.13. The Withdrawal Period begins from the date of purchase.
- 7.14. All payments received from the Purchaser who are EU Consumers including, if applicable, any charges, shall be reimbursed without undue delay and in any event no later than 14 days from the date on which the Seller is informed of the decision of the Purchaser who is an EU Consumer to withdraw from the agreement to purchase the Token units.
- 7.15. The reimbursement shall be carried out using the same means of payment as that used for the initial transaction, unless the Purchaser who is an EU Consumer expressly agrees otherwise and provided that the Purchaser who is an EU Consumer does not incur any fees or costs as a result of such reimbursement.
- 7.16. The Sections 7.11-7.15 of these Terms do not apply in the following circumstances:
- 7.16.1. where the Token has been admitted to trading prior to the Token Sale and purchase of the Token;
 - 7.16.2. where the Seller has set a time limit on the Token Sale, the right of withdrawal shall not be exercised after the end of the subscription period.

8. RULES OF THE TOKEN CLAIM

[Token Claim Website]

- 8.1. The purchased Token units will be claimable on the Token Claim Website.

[KYC verification]

- 8.3. If the Seller establishes a KYC verification system, to be able to claim the purchased Token units, the Purchaser must obtain a positive result of the KYC verification. Section 9. KYC VERIFICATION applies. **IF YOU HAVE NOT OBTAINED A POSITIVE RESULT OF THE KYC VERIFICATION, YOU WILL NOT BE ABLE TO CLAIM THE PURCHASED TOKEN UNITS.**

[TGE]

- 8.4. The purchased Token units will be claimable on the date of TGE, i.e. on the date and hour that will be communicated by the Seller on the Token Sale Website after the Closing Date but no later than by August 31st, 2025 ("**TGE Date**").
- 8.5. The Seller reserves the right to delay the TGE Date in the event of technical, regulatory, or security-related circumstances, but no later than until December 31st, 2025. The Seller shall notify of such delay by way of an announcement made on the Token Sale Website.

[Vesting schedule and distribution of Token units]

- 8.6. On the TGE Date 30% (thirty percent) of the amount of the purchased Token units shall be claimable by the Purchaser.
- 8.7. The remaining 70% (seventy percent) of the amount of the purchased Token units shall be claimable by the Purchaser subject to the following rules:
 - 8.7.1. 1/3 (one-third) of the remaining 70% (seventy percent) of the amount of the purchased Token units shall be claimable in the first calendar month following the TGE Date;
 - 8.7.2. 1/3 (one-third) of the remaining 70% (seventy percent) of the amount of the purchased Token units shall be claimable in the second calendar month following the TGE Date;
 - 8.7.3. 1/3 (one-third) of the remaining 70% (seventy percent) of the amount of the purchased Token units shall be claimable in the third calendar month following the TGE Date.

[Token Claim process]

- 8.8. To claim the purchased Token units, the Purchaser who has obtained a positive result of the KYC verification must:
 - 8.8.1. visit the relevant Website on or after the TGE Date;
 - 8.8.2. connect Qualified Wallet to the ICT Systems of the Seller through the relevant Website to check if the Purchaser is eligible to participate in the Token Claim;
 - 8.8.3. if eligible, click „Claim” (or button with equivalent information) on the relevant Website’s interface to claim the purchased Token units labelled as „Unlocked tokens” on the relevant Website’s interface and confirm the transaction with a Qualified Wallet.

9. KYC VERIFICATION

[KYC verification]

- 9.1. If the Seller establishes a KYC verification system, the Purchaser is required to undergo the KYC verification by the Seller before being able to claim the purchased Token units. If the Seller establishes a KYC verification system, the KYC verification is necessary for performance of the Agreement.
- 9.2. The Purchaser authorizes Seller to conduct activities, either directly or through Third Parties, that Seller deems necessary to verify the Purchaser’s identity or to protect the Parties from fraud, money laundering, terrorist financing, or other financial crimes or other crimes, and to take any steps Seller deems necessary based on the results of such activities.
- 9.3. The Purchaser is obligated to provide requested information at Seller’s request for the purpose of complying with the Sanctions and the Applicable Law, in particular as regards the detection of money laundering, terrorist financing, fraud, or any other financial crime or other crime. The Purchaser is obligated to provide information described in the previous sentence truthfully, accurately, without withholding or conceiving any data, without any undue delay and, if possible, in the form requested by Seller. Such requested information may include in particular additional information or explanation concerning the Seller’s findings after KYC verification.
- 9.4. The Purchaser acknowledges that:

- 9.4.1. the Purchaser's personal data will be processed by Seller in connection with application of the applicable customer due diligence measures determined by the Seller or other measures required under the Applicable Law;
 - 9.4.2. the Seller may disclose the Purchaser's personal data to agencies engaged in identity verification, compliance data recording, credit agencies, fraud prevention or financial crime prevention, as well as to other Third Parties engaged by the Seller as service providers (e.g. providers of KYC or CDD online solutions);
 - 9.4.3. automated decision-making may take place in connection with the KYC verification or other measures required under the Applicable Law if necessary for the Purchaser's identification and identity verification in connection with execution and performance of the Agreement;
 - 9.4.4. detailed description of personal data processing in connection with the KYC verification is set out in the applicable privacy notice(s) or privacy policies of the Seller.
- 9.5. The Purchaser represents that all information provided by the Purchaser for the KYC verification purposes is complete, accurate, and truthful. The Purchaser is obligated to immediately, but no later than within 5 (five) calendar days, inform the Seller of any changes to the provided information or update this information whenever it changes.
 - 9.6. The Seller shall inform the Purchaser of the results of the KYC verification at the stage of Token claiming.
 - 9.7. The Purchaser shall not be entitled to receive or request any justification, explanation or reasoning for decisions made by the Seller in connection with KYC verification.
 - 9.8. The Seller's decision regarding KYC verification is final and remains at the sole discretion of the Seller.

[Restricted Countries]

- 9.9. The Seller strictly prohibits and rejects the purchase or use of the Token by: (i) the Purchaser; (ii) the Purchaser's beneficial owners; and/or (iii) the Purchaser's proxy(ies) or other personnel who are citizens, nationals, domiciliaries, green card holders or residents of the Restricted Countries or are located in the Restricted Countries.
- 9.10. The Purchaser must ensure that his or her location is not in a Restricted Country before purchasing, holding, or using the Token.
- 9.11. The Seller reserves the right to employ geo-blocking solutions to ensure that Purchasers whose IP number indicates their location in a Restricted Country are prevented from purchasing or claiming the Token.
- 9.12. **ANY ATTEMPT TO CIRCUMVENT THE RESTRICTIONS ON RESTRICTED COUNTRIES SET OUT IN THESE TERMS, INCLUDING BY PROVIDING FALSE INFORMATION, WITHHOLDING INFORMATION FROM THE SELLER, OR INTERFERING WITH THE SELLER'S PROCEDURES, PROCESSES, AND/OR SECURITY MEASURES (E.G. GEO-BLOCKING), WILL BE CONSIDERED A BREACH OF THE AGREEMENT FOR CAUSE AT PURCHASER'S FAULT.**
- 9.13. The Seller reserves the right to, at its sole discretion in justified cases and in compliance with the Applicable Law, admit Purchasers who are located in the Restricted Countries to participate in Token Claim. In such cases the Seller reserves the right to apply enhanced KYC measures or other measures as required under the Applicable Law.

10. TERMINATION

[General rules]

- 10.1. The Seller reserves the right to terminate the Agreement, either in part or in whole, with immediate effect if any of these valid reasons other than negative result of a KYC verification of a Purchaser arise:
 - 10.1.1. the Purchaser is in breach of these Terms, in particular Section 6. ELIGIBILITY FOR PARTICIPATION IN THE TOKEN SALE AND TOKEN CLAIM of these Terms;
 - 10.1.2. the Purchaser violates the rights of the Seller or Third Parties in connection with the Token Sale or Token Claim;
 - 10.1.3. the Purchaser is in breach of the Applicable Law;
 - 10.1.4. the Purchaser conducts activities to the detriment of the Seller or Third Parties, in particular activities that violate or threaten the security of ICT Systems;
 - 10.1.5. it is requested by law enforcement or other public authorities in compliance with the Applicable Law, in particular under the applicable anti-money laundering laws;
 - 10.1.6. it is required under the Applicable Law.
- 10.2. Upon termination of these Terms:
 - 10.2.1. all of the Purchaser's rights under these Terms immediately terminate;
 - 10.2.2. the Purchaser shall not be entitled to any refund of any Purchase Amounts or any other amount paid whatsoever, unless the Purchaser is entitled to such refund as a consumer under the Applicable Law, in particular as an EU Consumer;
 - 10.2.3. Section 4. ACKNOWLEDGEMENT OF RISK, Section 5. REPRESENTATIONS, Section 11. TAXES, Section 12. ASSIGNMENT, Section 13. INDEMNIFICATION AND LIABILITY, Section 14. SEVERABILITY, Section 17. GOVERNING LAW, Section 18. DISPUTES, Section 19. ENTIRE AGREEMENT and Section 21. FINAL PROVISIONS will survive and continue to apply in respect to the Purchaser.

[Termination in case of negative result of KYC verification]

- 10.3. The Seller reserves the right to terminate the Agreement in whole with immediate effect in case in which the Purchaser's KYC verification result is negative for any reason. In such case:
 - 10.3.1. all of the Purchaser's rights under these Terms immediately terminate;
 - 10.3.2. the Purchaser shall be entitled to full refund of the Purchase Amount, unless the Applicable Law, including binding decisions, communications, rulings, or orders of competent authorities or courts, provides otherwise;
 - 10.3.3. Section 4. ACKNOWLEDGEMENT OF RISK, Section 5. REPRESENTATIONS, Section 11. TAXES, Section 12. ASSIGNMENT, Section 13. INDEMNIFICATION AND LIABILITY, Section 14. SEVERABILITY, Section 17. GOVERNING LAW, Section 18. DISPUTES, Section 19. ENTIRE AGREEMENT and Section 21. FINAL PROVISIONS will survive and continue to apply in respect to the Purchaser.
- 10.4. In case of a refund of the Purchase Amount set out in Section 10.3.2 of these Terms:
 - 10.4.1. the Seller shall refund to the Purchaser an amount equivalent to the Purchase Amount expressed in the crypto-assets in which the Purchase Amount has been paid, corresponding to the rate applicable at the date of payment of the Purchase Amount, unless otherwise agreed by the Parties;
 - 10.4.2. the Seller is not responsible for any change in the value of the crypto-assets in relation to currency as well as for an exchange rate risk or a currency risk.

[Notification]

- 10.5. The Seller will notify the Purchaser of the termination of the Agreement by the Seller by way of an email sent to the email address provided by the Purchaser or by way of a message displayed on the relevant Website's interface after connecting the Qualified Wallet to the relevant Website.

[Exclusion of liability]

- 10.6. The Seller will not be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by the Purchaser or any Third Party, due to the termination of the Agreement by the Seller in accordance with Section 10. TERMINATION of these Terms.

11. TAXES

- 11.1. The Purchaser is aware that the conclusion of the Agreement and the purchase of Token units under the Agreement may give rise to tax obligations or other public law obligations in some jurisdictions. The Purchaser is obligated to verify the existence of such obligations and the manner of its payment to a competent authority. The Seller does not render tax advisory services.
- 11.2. The Purchaser understands that the Purchaser bears sole responsibility for any taxes because of the matters and transactions that are the subject to the Agreement, and any future acquisition, ownership, use, sale or other disposition of Token units held by the Purchaser.
- 11.3. To the extent permitted under the Applicable Law, the Purchaser agrees to indemnify, defend and hold the Seller harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Purchaser's purchase of Token units hereunder, or the use or ownership of Token units.

12. ASSIGNMENT

- 12.1. The Purchaser is not entitled to assign or novate the Purchaser rights and obligations under these Terms, including the right to claim any Token units purchased.
- 12.2. The Seller may assign or novate its rights and obligations under these Terms without the Purchaser's consent, and the Purchaser agrees to, and to the extent admissible under the Applicable Law, at the Purchaser's own expense take whatever action or execute any document which the Seller may require for the purpose of effecting any such assignment or novation by the Seller.

[EU Consumers]

- 12.3. The Purchaser who is an EU Consumer shall bear no costs or expenses in connection with any assignment by the Seller or novation of its rights or obligations.

13. INDEMNIFICATION AND LIABILITY

[Indemnification]

- 13.1. Subject to the mandatory provisions of the Applicable Law and to the maximum extent permitted by the Applicable Law, the Purchaser agrees to defend, indemnify, and hold harmless from and against any and all losses, liabilities, costs, claims, charges, actions,

demands and expenses (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Seller or the Seller's employees, agentx, proxies, officers, directors, members of the board, founders, consultants, professional advisor's, attorney-at-fact or other personnel may incur, suffer or which may be made against them resulting from or by reason of:

- 13.1.1. the Purchaser's breach of the Agreement (including all documents incorporated by reference) or any other agreement entered into pursuant to or in connection with the Services; and/or
- 13.1.2. any breach or violation by the Purchaser of any Applicable Law, rule or regulation, or the rights of any Third Parties; and/or
- 13.1.3. any act, omission, negligence, breach, offence or default committed or attributable to the Purchaser.

[Liability exclusion]

- 13.2. Subject to the mandatory provisions of the Applicable Law and to the maximum extent permitted by the Applicable Law, the Seller shall not be liable:
 - 13.2.1. for damage caused by circumstances beyond the Seller's direct or indirect control;
 - 13.2.2. for services of Third Parties, including losses, damages or claims arising from use thereof;
 - 13.2.3. for acts or omissions of the Purchaser, in particular for damages caused by the participation in the Token Sale or Token Claim in breach of these Terms or the Applicable Law;
 - 13.2.4. for actions resulting from force majeure, which is understood as an external event independent of the Seller and unpredictable, in particular: war, fire, flood, epidemic, natural disasters or social disaster, strikes, failure of public utility services or telecommunications network, including the Internet, war, riot, civil commotion, malicious damage; in the event of force majeure, the Seller will promptly inform the Purchaser of the impossibility to perform the obligations under the Agreement and shall take reasonable measures to remove the effects of force majeure;
 - 13.2.5. for damages resulting from ICT Systems, for the operation of which the Seller is not responsible, including the Internet or blockchain networks, in particular for: (i) failures, disruptions, errors, distortions, or delays in communication when using the Internet or the blockchain network; (ii) any losses, damages or claims incurred by the Purchaser as a result of using the blockchain network or other DLT solutions; (iii) Purchaser's errors (e.g. forgotten access information such as private keys, or misconstrued smart contracts or other transactions); (iv) errors or faults arising from blockchain technology; (v) changes to protocol rules, protocol bifurcations and/or forks; (vi) technical problems with nodes of blockchain networks; (vii) server failure or data loss; (viii) corrupted files; (ix) any other failures, disruptions, errors, distortions, or delays in communication when using the Internet or the blockchain network.
- 13.3. The Purchaser hereby understands, agrees and acknowledges that the Seller shall not be liable to the Purchaser for any losses the Purchaser may incur as the result of use of the Ethereum network. This includes, but is not limited to: losses, damages or claims arising from (i) the Purchaser's own omissions (e.g. forgotten access information such as private keys, seeds or

mnemonics or incorrectly construed smart contracts or other transactions); (ii) server failure or data loss; (iii) corrupted crypto-wallet files; (iv) unauthorized access or activities by Third Parties, including but not limited to the use of viruses, phishing, or other means of attack against the Token Sale Website or Token Claim Website, the Ethereum network, the personal crypto-wallet or any other tool connected to the Token Sale or Token Claim website. The Seller shall not be responsible for losses due to blockchains or any other features of the Ethereum network and crypto-wallets or any other external tool connected to the Token Sale or Token claim website, including but not limited to a late report (or no report) by developers or representatives of any issues with the blockchain supporting the Ethereum network, including forks, technical node issues or any other issues having fund losses as a result.

[Liability limitation]

- 13.4. Subject to the mandatory provisions of the Applicable Law and to the maximum extent permitted by the Applicable Law, in cases where the Seller's liability is not excluded under these Terms the total liability of the Seller on any basis (i.e. contractual, tort) for damages caused by the Seller to the Purchaser who is not a EU Consumer in any calendar year shall be limited to the lesser of (i) actual amount of loss or damage which is caused directly and is reasonably foreseeable by our breach of the Agreement under these Terms; or (ii) 1000 USD (United States dollars); or (iii) the Purchase Amount.

14. SEVERABILITY

- 14.1. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court or other competent authority, or if the invalidity or ineffectiveness of any provision of these Terms is based on binding legal provisions, or if any provision of these Terms proves to be unenforceable in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.

15. INTELLECTUAL PROPERTY

- 15.1. The Seller retains all right, title and interest in all of the Seller's intellectual property. The Seller does not assign any copyrights or provide any licenses to the Purchaser under the Agreement.

16. PERSONAL DATA

- 16.1. The Seller processes the Purchaser's personal data in accordance with Applicable Law. Information on processing of the Purchaser's personal data can be found in the applicable privacy notices or privacy policies of the Seller made available on the Websites.

17. GOVERNING LAW

- 17.1. These Terms shall be governed by and construed in accordance with the laws of St. Vincent and the Grenadines.

18. DISPUTES

- 18.1. Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in St. Vincent and the Grenadines.

19. ENTIRE AGREEMENT

- 19.1.** The Agreement sets out the entire agreement between the Purchaser and the Seller with respect to the subject of the Agreement and supersedes any prior or contemporaneous disclosure, conversations, agreements, oral or written between the parties, including without limitation the Token white paper or any of the Seller's educational, informational, advertising or marketing materials.

20. CHANGES TO THESE TERMS

- 20.1.** The Seller is entitled to unilaterally change provisions of these Terms only if a reasonable need for such changes arises under valid reasons, such as:
- 20.1.1.** changes in the Applicable Law that may affect the provisions of these Terms;
 - 20.1.2.** need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorised authorities;
 - 20.1.3.** emergence of judicial or administrative case-law which indicates that contractual provisions similar to those applied by the Seller may be contrary to the law;
 - 20.1.4.** changing the technical requirements for participation in Token Sale or Token Claim;
 - 20.1.5.** the need to rectify any ambiguities, errors or clerical mistakes that may have occurred in these Terms;
 - 20.1.6.** changing the contact details, names, identification numbers, electronic addresses or links provided in these Terms;
 - 20.1.7.** to prevent abuse or for security reasons, including to ensure compliance with the Applicable Law, in particular as regards Sanctions.
- 20.2.** If the Seller makes changes to these Terms, it will as soon as practicable post the amended Terms at the Token Sale Website. The amended Terms shall become effective on the date specified by the Seller and communicated through the Token Sale Website , but not earlier than on the date of their publication. It is the Purchaser's responsibility to regularly check the Website for any such amendments.

[EU Consumers]

- 20.3.** The Seller shall inform the Purchaser who is an EU Consumer of the planned amendment to Terms by publication on the Token Sale Website or via email at least the following information:
- 20.3.1.** the content of the planned amendment(s) to these Terms;
 - 20.3.2.** the effective date of amendment(s) to these Terms;
 - 20.3.3.** the consolidated text of these Terms as amended.
- 20.4.** The publication on the Token Sale Website or via email set out in Section 20.3 of these Terms will take place at least 7 (seven) days before the effective date of the amendment(s).
- 20.5.** Any amendment of these Terms shall not affect any contractual rights acquired by the Purchaser who is an EU Consumer prior to the amendment.

21. FINAL PROVISIONS

- 21.1.** These Terms enter into force on July 15th, 2025 ("**Effective Date**").
- 21.2.** In matters not regulated by these Terms, the relevant provisions of the Applicable Law shall apply.
- 21.3.** All warranties, representations, conditions, and any other terms of any kind implied by statute or common law are excluded to the fullest extent permitted by Applicable Law.

ANNEX NO. 1 – DESCRIPTION OF THE TOKEN

The detailed description of the Token is set out in the Token white paper available at: <http://elympics.ai/whitepaper>.

The Token is a utility and governance token powering the Elympics protocol by enabling access to core infrastructure, securing network operations, unlocking premium features, and driving ecosystem growth through staking, slashing, and buybacks.

The Token is not intended to be a medium of exchange accepted by the public as payment for goods or services or to discharge a debt. The specific utilities of the Token are subject to development and will be announced once finalised. The planned features of the Token are:

- Game Access
- Node Operations
- Gameplay Verification
- Premium Features
- Staking & Airdrops
- Revenue Buybacks
- Governance
- Token-Gated Data

– described in the Token white paper available at: <http://elympics.ai/whitepaper>.

The Token has no function or utility outside of the Elympics ecosystem. Immediately after the TGE Date, the Token may have limited functionality. As development of the Elympics ecosystem progresses further, the various features of Token may be implemented incrementally and become available over time.

The ownership or possession of the Token does not carry or grant to its holders any rights except those explicitly set out in this Annex no. 1 – DESCRIPTION OF THE TOKEN. In particular, you understand and accept that the Token:

1. is non-refundable, unless the Purchaser is entitled to such refund under these Terms, including as a consumer under the Applicable Law, in particular as an EU Consumer;
2. is not-recoverable in case the Purchaser misplaces, loses, or forgets private key to the crypto wallet in which the Token units are held or in case in which the Token units are lost, stolen, destroyed or burned – in such case the Seller is not obligated to issue a replacement for such lost Token units;
3. has no tangible or physical form or manifestation;
4. does not have any intrinsic value deriving from unique characteristics of a given Token unit;
5. does not entitle Token holders to any promise of revenue, yield, interest, financial returns, dividends, fees, profits or income nor constitutes a promise thereof;
6. cannot be exchanged by the Seller for other digital assets, crypto-assets, payments, cash or other assets;
7. does not represent, constitute or grant to the Purchaser any ownership rights, shares, rights, titles, participation or interests in relation to the Seller or the Seller's revenues, assets, rights to future revenues, dividends, shares, stakes or equity interests;
8. does not represent or confer on the Purchaser any rights of voting or participation in a decision-making processes of the Seller, including operations or management of the Seller, Seller's affiliates, determination of the development or course of action of the Seller, the Seller's board, the Seller's directors, influence or right to select members of the board, directors or other personnel of the Seller, does not represent an equity interest in the Seller, nor does it create any arrangement in the form of a joint venture or partnership between the Purchaser or other Token units holder and the Seller;

9. is not intended to represent currency or money (fiat, virtual or any form of electronic money), securities, commodities, bonds, debt instruments, units in collective investment schemes or any other type of financial instrument or investment;
10. is not a financial derivative or option contract;
11. is not a loan to the Seller and does not intend to represent any debts owed to any entity, in particular the Seller;
12. is not any note, debenture, warrant or other certificate that entitles the holder to any interest, dividend, or any kind of return;
13. is not any commodity or asset that any person is obliged to redeem or purchase;
14. is not intended to constitute securities in St. Vincent and the Grenadines or any relevant jurisdiction;
15. is subject to limitations and conditions set out in these Terms and all applicable policies as may be published from time to time by the Seller.

You understand and agree that the legal and regulatory framework governing digital assets, crypto assets or other applications of decentralised ledger technology is still evolving. The Seller may from time to time conduct legal and/or regulatory analysis of the Token to ensure compliance with Applicable Law. As a result of such analysis, the Seller may make changes to the planned or existing features and functions of the Token to ensure compliance with applicable legal or regulatory requirements. In the event of any changes to the functions of the Token, the details of such changes shall be published by the Seller at: <http://elympics.ai/whitepaper>.

ANNEX NO. 2 – RISK NOTICE AND DISCLAIMERS

No advice

The Seller is not your financial advisor, legal advisor, investment advisor or any other advisor of any kind and does not provide any investment, financial, legal or tax advice to anyone, in particular in these Terms. These Terms are not intended to be any sort of advice and should not be construed as such. Before purchasing, claiming, locking or interacting with \$ELP token in any way you should consult your independent financial, legal, or tax professionals. All decisions made by you in connection with the Token Sale are based solely on your own assessment of your situation and objectives and are your sole responsibility.

No investment or securities

Nothing in these Terms or in the Token Sale constitutes a prospectus, investment solicitation, or offer of securities, investment or financial instrument in any jurisdiction. You acknowledge that you are not participating in the Token Sale for purposes of investment, speculation, or profit, but for purposes of utility within the Seller's ecosystem.

Crypto-asset risk

The Token is a crypto-asset that uses blockchain solutions based on distributed ledger technology. Value and prices of any crypto-assets are volatile and may fluctuate. These facts can adversely affect the value of the Token in the future. We make no guarantee or warranty of any kind as to the future value or prices of the Token or to future income related to their purchase or sale. Use of the Token may be prohibited or subject to restrictions in certain jurisdictions. You should consult your professional tax, legal or crypto-asset advisors before interacting the Token in any way to ensure that such use would comply with regulatory requirements in your jurisdiction.

No U.S. approval

The Token has not been approved or disapproved by any United States' regulatory authority. The Token will not be, and are not required to be, registered with the SEC under the US Securities Act of 1933, as amended (the Securities Act) or on a United States securities exchange. The Seller does not intend to take any action to facilitate a market for the Token in the United States. The Token units may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.