

APO Token Sale Agreement

1. Introduction of the Apollon Platform and the features of the APO digital token

Apollon Foundation (Malta) LTD, a private company limited by shares, existing under the laws of the Malta (hereinafter “We” or “Us” or “Company” or “APO” or “Apollon”), welcomes You (hereinafter the “User”) to use APO’s smart contract deployed on the Ethereum blockchain (hereinafter “APO Smart Contract”) in accordance with the terms of this APO Token Sale Agreement (hereinafter “Agreement”).

The Apollon platform is intended to be a network based on blockchain technology, which shall provide to its users an ability to: (i) deploy their own e-shops on the platform, in various industries such as fashion, agriculture, travel, gaming, virtual reality, etc. (ii) an ability to create their own cryptocurrency using side-chains (iii) transact and settle payments between merchants and between merchants and end-users (iii) ensure the safety of the commerce on the Apollon blockchain, using APO for internal payments.

The fee for the services and goods listed above will be set by Apollon and shall be payable in the form of its digital tokens - ‘APO’s (hereinafter ‘APO’ or ‘the APO digital token’).

The APO digital token is created according to the ERC20 protocol specifications of the Ethereum blockchain. The APO digital token is developed to function as a medium of exchange and a store of value within the Apollon platform’s ecosystem. Participants which may utilize APOs are, without limitation, Merchants, project Initiators, Backers, Advisors, Escrow-agents, end-users, translators, designers and Advertisers.

The APO digital token is a cryptographically secured representation of a token-holder's rights to obtain in future the services and goods through the APO Platform, which only a token-holder may purchase.

The User acknowledges, understands and agrees that ownership of the APOs does not grant the User the right to receive profits,

income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in the APO, or APO Platform, or any other APO's property or company or any part of it.

The User is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and Blockchain-technologies, including but not limited to: (i) Risk of Losing Access to Tokens Due to Loss of Private Key(s), (ii) Risks Associated with the Ethereum Platform Protocol, (iii) Risk of Hacking and Security Weaknesses, (iv) Risk of Uninsured Losses, (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

APO tokens should not be purchased by you for investment purposes. APO tokens have no use outside of the Apollon platform, and they do not represent any shares in a company or any equity or debt of any kind.

The User may purchase the APO digital token through the Initial Coin offering (hereinafter 'ICO') during the period of the ICO (hereinafter 'ICO Period') in accordance with this APO Token Sale Agreement. We may change the dates of the ICO without giving you personal prior notice. You are responsible to check the Apollon website and for changes and updates.

By purchasing the APO digital tokens the User expressly acknowledge and assume these risks. If you have any questions regarding this information or regarding this APO Token Sale Agreement, please contact us at adm@apollon-foundation.org.

2. APO Offer

This APO Token Sale Agreement constitutes an offer to conclude the agreement for purchase and use of the APO digital tokens under the conditions stated below (the APO Offer for purchase and use of the APO digital tokens) and can be accepted by any person (with the exception of the user specified in Article 7 of the APO Token Sale Agreement) not otherwise than by adherence to the entire this APO Token Sale Agreement, including the conditions of its applications, which are deemed to be its integral part.

This APO Token Sale Agreement includes and hereby incorporates by reference the following applications: The APO Whitepaper

located at <https://www.apollon-foundation.org>, collectively, with this this APO Token Sale Agreement, “the APO Token Sale Agreement”.

The APO may, in its sole discretion, amend the APO Token Sale Agreement at any time by posting a revised version on the site at <https://www.apollon-foundation.org>.

We may add supplementary documents to this agreement from time to time such as various legal policies and terms of use. We are not obligated to give you any prior notice or to seek your confirmation regarding the changes made to any of our legal documents and agreements. You are responsible to keep yourself updated through our website.

Any revisions to the APO Token Sale Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”). If the change includes an increase of the fees charged by the APO, such change would take effect after five (5) days after it was posted.

3. User’s Acceptance

To become a party to the APO Token Sale Agreement, which means the acceptance of the APO Offer for purchase and use of the APO digital token under the conditions stated below.

By purchasing the APO digital tokens, the User acknowledges and agrees that fully and unconditionally accepts the APO Offer for purchase and use of the APO digital tokens under the conditions stated in the APO Token Sale Agreement, without any reservation or exception.

The actual moment of the APO tokens purchase shall not be immediate, rather when the APO ICO is successfully concluded (i.e., if the soft cap has been reached), at the date of the APO distribution thereafter.

You understand and agree that in the future, you may be required to take certain actions and download certain applications, wallets or software which will facilitate the transformation of the current APO tokens which are based on the Ethereum blockchain, to the future APO tokens which will be based on Apollon’s own blockchain.

If you do not agree to all of the terms of the APO Token Sale Agreement, You may not purchase any amount of the APO digital tokens.

4. The User's Digital signature

After registration on the website <https://www.apollon-foundation.org> the User receives a Login and Password to access the APO Platform.

By using the Login and Password the User confirms the formation of his or her User's Electronic signature, and the information in electronic form, signed by the User using the Electronic signature (using his or her Login and Password), shall be accepted by the User and the APO to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of Login and Password of the user (Electronic signature), considered to be executed by the User.

User's account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the APO Token Sale Agreement and any amendments.

5. The APO Token Sale Agreement Grants

The APO shall grant to the User an opportunity to use the APO digital tokens to (i) deploy their own e-shops on the platform, in various industries such as fashion, agriculture, travel, gaming, virtual reality, etc. (ii) an ability to create their own cryptocurrency using side-chains (iii) transact and settle payments between merchants and between merchants and end-users (iii) ensure the safety of the commerce on the Apollon blockchain, using APO for internal payments.

6. The APO Token Sale Agreement Grant Restrictions

User shall not, and shall not allow any third party to:

(i) insert into the APO Platform, the APO smart-contract and the APO digital token any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the APO Platform, the APO smart-contract and the APO digital token to cease operating, or to damage, interrupt, or interfere with any end user data;

(iii) use the APO digital tokens for of illegal or unlawful actions or other unauthorized purposes;

(iv) exceed the scope of any license granted to User hereunder.

7. Representations and Warranties

By purchasing the APO digital tokens, the User represents and warrants that:

(i) the User have read and understand the APO Token Sale Agreement in full;

(ii) the User have read and understand the APO Whitepaper in full;

(iii) the User fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the APO digital tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the APO digital tokens;

(iv) the User fully understands, realizes and agrees that the APO digital tokens are created on a blockchain and are designed to be used to make various internal payments through the APO Platform and it does not grant to the User any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the APO digital tokens;

(v) the User will not forge, or otherwise manipulate any personal or non-personal data requested by the APO in the process of the User's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the APO in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the APO or in accordance with the applicable law.

(vi) the User's purchase of the APO digital tokens complies with applicable laws and regulations in the User's jurisdiction;

(vii) the User is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; the User is not a citizen or resident of, or

located in United States, and do not have a primary residence or domicile in the United States; the User is not a citizen or resident of, or located in Singapore, and do not have a primary residence or domicile in Singapore; the User is not a citizen or resident of, or located in China, and do not have a primary residence or domicile in China; the User is not a citizen or resident of, or located in South Korea, and do not have a primary residence or domicile in South Korea;

(viii) the User do not intend to hinder, delay or defraud the APO or any other users of the APO Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or in any place of the world.

8. Purchasing of the APO digital tokens

The User may purchase the APO digital token in return for an opportunities to obtain the future intended services and goods listed above through the APO Platform.

In order to purchase the APO digital tokens the User must comply with the requirements of Article 7 of the APO Token Sale Agreement.

Apollon shall reserve the right to refuse selling the APO digital token to anyone who does not meet criteria necessary for their buying, as set out hereunder or by the applicable law.

The APO digital tokens shall be issued in a limited amount. All the APO digital tokens shall be of equal functionality.

The User may purchase the APO digital tokens during the ICO Period by exchanging ethers (ETH) or Bitcoins (BTC) for the APO digital tokens.

9. Taxes

The User shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by

governmental agencies of whatever kind and imposed with respect to the transactions under the APO Token Sale Agreement.

10. Trademark License and Use

The User acknowledges and agrees that the APO's Trademarks are owned solely by the APO, and agrees to use the APO's Trademarks only in the form and manner prescribed by the APO. The APO acknowledges that all the User's Trademarks are owned solely by the User, and agrees to use the User's Trademarks only in the form and manner prescribed by the User.

11. Trademark Restrictions

The User shall not remove, modify, adapt, or prepare derivative works of any APO's Trademarks, APO's copyright notices, or other APO's proprietary rights notices.

12. Proprietary rights

The APO Token Sale Agreement does not convey the title or ownership of the APO Platform, the APO smart-contract from the APO to the User but instead gives the User only the limited rights and abilities to use the APO digital tokens as set forth above. The APO reserves all rights not expressly granted by the APO Token Sale Agreement.

The User acknowledges and agrees that APO Platform and its source code form, all enhancements, corrections and modifications to the APO Platform, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the APO Platform, are and shall remain the sole and exclusive property of the APO.

13. Liability

The APO Platform and the APO digital tokens are provided «as is».

The User acknowledges and agrees that the APO Platform and the APO digital tokens may contain bugs or minor mistakes, which the APO promises to correct if possible.

The User acknowledges and agrees that the APO does not warrant the User any financial or other type of outcome, which is the result of the use of the APO Platform and the APO digital tokens.

Nevertheless, the Parties shall be responsible for compliance with the terms of the APO Token Sale Agreement, for fulfillment of the User's commitments and guarantees in the manner and in the amount prescribed by the APO Token Sale Agreement, in particular:

(i) In case of filing accusations, claims or lawsuits to the APO related to non-compliance by the User of the APO Token Sale Agreement and/or engagements entered by the User during the participation of the ICO, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the APO documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.

(ii) In case of filing accusations, claims or lawsuits against the APO, related to non-compliance by the User with exclusive rights or other rights of third parties, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the APO documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.

(iii) In case of the Users' violation his obligations under Article 7 of the APO Token Sale Agreement, the APO reserves the right to (i) terminate the User's Account, (ii) demand full compensation from the User for losses caused by every violation; (iii) bring a case before a court if the compensation doesn't cover the APO's loss; (iv) release the information relating to the User's identity and location to any authorized officer in accordance with the applicable law.

14. The APO Token Sale Agreement term & termination

The APO Token Sale Agreement between the APO and the User shall commence upon acceptance by User of all the terms of the APO Token Sale Agreement by clicking the purchase button or by purchasing any amount of the APO digital tokens and using any part of the APO smart-contract and the APO Platform, and shall continue until terminated in accordance with the terms of the APO Token Sale Agreement.

The APO shall have the right at its sole discretion and without any prior written notice terminate the APO Token Sale Agreement if:

- (a) the User provided invalid data to complete the registration process;
- (b) the User failed to comply with the requirements of Article 7 of the APO Token Sale Agreement;
- (c) the User failed to comply with the other terms and conditions of the APO Token Sale Agreement.

Upon termination of the APO Token Sale Agreement, for whatever reason, all licenses granted by the APO to the User under the APO Token Sale Agreement, User' Account, User's APO digital tokens shall be immediately terminate without any data restoration.

Upon termination of the APO Token Sale Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of the APO Token Sale Agreement.

15. Miscellaneous

Notices: Any notice or other communication under the APO Token Sale Agreement shall be in writing and shall be considered given and received when sent by email.

Competent law and jurisdiction: the laws of the Malta govern the APO Token Sale Agreement and the relationship between the Parties. Any disputes and disagreements arising from the APO Token Sale Agreement will be settled by negotiations between the Parties. If the Parties fail to reach an agreement, the disputes shall be settled in accordance with the legislation of the defendant's principal place of business and location.

Severability: If any provision of the APO Token Sale Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of the APO Token Sale Agreement shall remain in full force and effect.