

TERMS AND CONDITIONS RELATING TO TOKEN GENERATION EVENT

Last updated: 09 January 2018

PLEASE READ THESE TERMS AND CONDITIONS (“T&Cs”) CAREFULLY. BY MAKING A CONTRIBUTION TO **RESTART ENERGY DEMOCRACY SRL** IN EXCHANGE OF **RED MWAT TOKENS (“MWAT”)** DURING THE CONTRIBUTION PERIOD (AS DEFINED BELOW), YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&CS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH RESTART ENERGY DEMOCRACY SRL. THESE T&CS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN THESE T&CS, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF MWAT AND IMMEDIATELY NAVIGATE AWAY FROM THE COMPANY’S WEBSITE (AS DEFINED BELOW).

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

PROHIBITION ON U.S CONTRIBUTORS

THIS AGREEMENT IS A RANDOM AGREEMENT (IN ROMANIAN LANGUAGE CALLED “CONTRACT ALEATORIU”), MEANING THAT THE LENGTH AND EVEN THE ENFORCEABILITY OF THE RIGHTS PROVIDED HEREIN IS NOT KNOWN/ENTIRELY KNOWN AT THE MOMENT OF ITS SIGNING, GIVEN THAT THE MAIN RIGHTS AND OBLIGATIONS OF THIS AGREEMENT DEPEND ON ONE OR SEVERAL FUTURE EVENTS AND THEREFORE ANY OF THE SIGNING PARTY BEAR THE RISK OF WINNING OR LOSING DEPENDING ON SUCH FUTURE EVENTS.

Due to legal and regulatory uncertainty in the United States of America, citizens and green card holders of and persons residing in the United States of America other than accredited investors are prohibited from making contributions to Restart Energy Democracy SRL and participating in the Token Generation Event. Persons from the United States of America that participate in the Token Generation Event by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these T&Cs and shall be required to indemnify Restart Energy Democracy SRL in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these T&Cs. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Contributor’s organizational documents, if applicable; (b) any provision of judgment, decree or order to which Contributor is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Contributor is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Contributor. MWAT ARE NOT INTENDED TO BE DISTRIBUTED TO ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA, CANADA, TAIWAN, AND CHINA, AND ANY OF ITS ISLANDS (CONSIDERED, AMONG OTHERS, AS **PROHIBITED JURISDICTION**), AS WELL AS ANY RESTRICTED AREA AS PER THE RESTRICTIONS/BANS PROVIDED BY THE SPECIFIC APPLICABLE NATIONAL REGULATIONS, UNLESS THE CONTRIBUTOR PROVIDES THE COMPANY WITH A SPECIAL AND EXPRESS WAIVER ISSUED BY THE AUTHORITIES FROM ITS PLACE OF

DOMICILE/BASE/INCORPORATION THAT IT IS ALLOWED TO CONCLUDED THIS AGREEMENT.

PARTIES TO THESE T&Cs

Restart Energy Democracy SRL is a company incorporated and registered in Romania having business address in Doja Business Center, Timisoara, Gheorghe Doja Street, Nr.11 and shall be the creator and issuer of MWAT under these T&Cs. There may be other entities within the Restart Energy Democracy SRL group of companies from time to time (“Restart Energy Companies”) that will develop, manage and/or operate the Restart Energy Democracy Platform (as defined below) (or parts thereof) and references in these T&Cs to “Restart Energy” “Company”, “we”, “our” or “us” shall be to Restart Energy Democracy SRL , the Restart Energy Companies and their respective successors in interests and assigns.”)

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

If you have any questions relating to these T&Cs, please contact us at: contact@restartenergy.ro

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

1. RED Plaform (Restart Energy Democracy Platform)

a) The Company is proposing to develop a decentralized platform and ecosystem aimed at providing smart contract and blockchain based solutions for allowing the virtual purchase and sale of electrical energy produced from renewable sources by energy consumers, energy prosumers and energy producers part of the same balancing group of licensed energy suppliers operating in deregulated energy markets (the “ RED - Restart Energy Democracy Platform”)

b) For a more detailed description of the proposed RED Platform, please refer to:

- The Restart Energy Democracy website at <https://restartenergy.io> (the “**Company’s Website**”);

- The Restart Energy Whitepaper (a copy of which can be found at: https://restartenergy.io/Restart_Energy_Whitepaper.pdf). (collectively referred to as the “Project Documentation”).

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

2. Scope of T&Cs

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

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

3. Contribution Period

1. Contributions may be made during two defined periods of time (the “**Contribution Periods**”). The two contribution periods will have a combined Hard Cap of USD 30,000,000 (thirty million) (the “**Total Hard Cap**”). In the first Token Generation Event (“**TGE**”) Contribution Period the minimum contribution for participating is the equivalent of USD 10,000 in Ether. The first Contribution Period called **Pre-Sale TGE Contribution Period** shall commence on **Jan 15th 2018** at approximately 08:00 AM UTC and shall end on satisfaction of one of the following conditions (the “**Completion Conditions**”) (whichever is the earlier):
 - a) the equivalent of USD 25,000,000 (twenty five million) (the “**Pre-Sale TGE Hard Cap**”) is received by the Company in Ether (“**ETH**”); or
 - b) the expiry of the Pre-Sale TGE Contribution Period, which for the avoidance of doubt shall be on **12th February 2018** at approximately 08:00 AM UTC.
2. The Second Contribution Period called **TGE Contribution Period** shall commence on **Feb 14th 2018** at approximately 08:00 AM UTC and shall end on satisfaction of one of the following conditions (the “**Completion Conditions**”) (whichever is the earlier):
 - a) the equivalent of USD 30,000,000 (thirty million) (the “**Total Hard Cap**”) is received by the Company in Ether (“**ETH**”), which for the avoidance of doubt shall include such amounts received by the Company during the first contribution period of Pre-Sale TGE; or
 - b) the expiry of the TGE Contribution Period, which for the avoidance of doubt shall be on **14th March 2018** at approximately 08:00 AM UTC.
3. On or before the commencement of the Contribution Periods, the Company shall publish on the Company’s Website the number of ETH that shall be equivalent to the Hard Cap based on the applicable market rate of exchange taken from such crypto-currency exchange or exchanges that we may determine acting in our sole discretion. This rate will be regularly adjusted so that MWAT Tokens will be priced at the equivalent of 0,10 USD/Token.
4. On conclusion of the Contribution Period pursuant to **Clause 3.1**, the Company shall publish a notice to that effect on the Company’s Website. You shall be required to check the Company’s Website in order to ensure that your contribution is made prior to the conclusion of the Contribution Period.
5. Subject to **Clause 3.4**, Contributors who send their contribution outside the Contribution Period (as notified by Company on the Company’s Website) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect.
6. If a contribution is received by the Company following the satisfaction of a Completion Condition, but before the Company has published a notice on the Company’s Website in accordance with **Clause 3.2**, the Company shall, within a reasonable period of time following the conclusion of the Token

Generation Event, exercise reasonable endeavours to procure that such contribution is returned to the relevant Contributor. **However you acknowledge and accept that due to:**

- i. the Ethereum blockchain's transaction and/or mining fees;
- ii. adverse fluctuations in the exchange rate of ETH against the applicable fiat or cryptographic currency in which you choose to make a contribution via a Partner (as defined in **Clause 6.1**) under these T&Cs; and/or

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

7. Contributor understands and consents to the participation of Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, administrative expenses incurred by us in returning the contribution, suppliers, vendors and service providers in the purchase of MWAT Tokens, including people who may work on the development and implementation of the Project or who may work for Company's future businesses that Company may establish with a portion of the proceeds from the Token Distribution.

4. MWAT Price

1. In order to calculate the MWAT to be allocated following a contribution, the Company shall use the allocation methods set out in this **Clause 4**.
2. During the Contribution Period, the price per MWAT will be denominated in ETH and shall be determined in accordance with the following MWAT price schedule:
 - i. Contributors that make a contribution during the Pre-Sale TGE Contribution Period will receive MWAT in exchange for their contribution at a rate of 1 ETH = 12,000 MWAT plus a bonus of 20% as defined in the Project Documents ; and
 - ii. Contributors that make a contribution during the TGE Contribution Period will receive MWAT in exchange for their contribution at a rate of 1 ETH = 12,000 MWAT plus a bonus as defined below:
 - iii. This rate will be adjusted daily and published on the Company website so that 1 MWAT will be issued for the equivalent of 0,10 USD Contribution

During Day 1 of the TGE sale period, the bonus will be 15%. Each day the bonus will go down by 1% down to a minimum of 0%. The last 15 days of the TGE there will be no more bonus.

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

5. Right to Request Information

1. Before you are able to make a contribution to the Company or at any time after making a contribution, we may (in our sole and absolute discretion):
 - i. request you to provide certain information and documentation for the purposes of complying with any “know your customer” or similar obligations to which we may be subject; and
 - ii. determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of MWAT to you.
2. You agree that you shall, promptly upon the Company’s request, supply such information and documentation as may be reasonably requested by us pursuant to **Clause 5.1** in order for us to:
 - i. carry out, to our satisfaction, all necessary “know your customer” and other similar checks which we may be obliged to perform; and
 - ii. ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of MWAT to you as contemplated by these T&Cs.
3. Upon Company's request, Contributor will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Contributor expressly and affirmatively consents to Company processing and disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements or for the due execution of this Agreement. Following the termination of the Agreement, Contributor may request for its personal/identification data to be withdrawn from the data base processed by the Company, being understood that such erasure of personal data shall be performed within the limits of available and reasonable technology and solely if such erasure does not infringe the execution of the Agreements or the rights and obligation therein granted or the obligations had by the Company towards public authorities. Contributor acknowledges that Company may refuse to distribute RED Tokens to Contributor until such requested information is provided.
4. You acknowledge and accept that we may refuse or reject any contributions for the purchase of MWAT until you provide all information and documentation that we may request under this **Clause 5** and we have determined that it is permissible to create and issue MWAT to you under applicable law.

6. Method of Contribution

1. You must contribute to the Company during the Token Generation Event in one of the following methods (each a “**Payment Method**” and together, “**Payment Methods**”):
 - i. in **ETH**, in accordance with clause 6.2;
 - ii. Other payment methods are : **BTC, LTC, BCH**
2. Contributions to be made in ETH must be sent from an Ethereum wallet and/or address in respect of which you can identify your own wallet address (“Ethereum Wallet”), and not from a cryptocurrency exchange wallet and/or address. Your Ethereum Wallet shall be required to verify your ETH contribution to the Company and to enable the Company to issue MWAT to you through the Smart

Contract System (as further described in **Clause 7**). ETH contributions shall be sent to the Company's Ethereum wallet address specified on the Company's Website, which shall be made available to the Contributor on acceptance of these T&Cs and satisfaction of such other conditions as the Company shall determine in its sole and absolute discretion.

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

To the extent that any third-party website, service or smart-contract offers to receive contributions and issue MWAT or facilitates the allocation or transfer of MWAT in any way during the Contribution Period, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the Company's Website, **not authorised by the Company** nor do they have any legal or commercial relationship in any way with the Company, the RED Platform or MWAT.

4. Contributors that send contributions:
 - i. other than as described in **Clauses 6.1, 6.2 and 6.3** above; or
 - ii. to any third-party website, wallet, address, bank account, service or smart contract that offers MWAT, or
 - iii. Contribute in other other payment methods (**BTC, LTC, BCH**) and don't provide also an ETH wallet address in order for the Company to send the MWAT Tokens.

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

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

1. The Company has deployed a smart contract system (the "**Smart Contract System**") on the Ethereum blockchain for the purposes of creating MWAT and issuing such MWAT to the Contributor's Ethereum Wallet or Partner's wallet (as the case may be). MWAT shall be based on the ERC20 token standard and is intended to have the functionality set out in **Schedule 1** to these T&Cs.
2. The Company shall keep a record of all contributions received by the Company's Ethereum wallet addresses, including details of the time the contribution was received, the amount of the contribution, whether the contribution was made using a Partner, and the wallet address from which the contribution was sent (as the case may be).

3. In order to receive MWAT, the Contributor must have, and must send a notice to the Company containing details of an Ethereum Wallet that supports the ERC20 token standard. In other words the Contributor's Ethereum Wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of MWAT, being tokens that are created based on the ERC20 token standard, provided that the Contributor shall not require an Ethereum Wallet where the contribution is made via a Partner under **Clause 6.3**, in which case the Partner will hold MWAT on behalf of the Contributor until such time as the Contributor is able to obtain an Ethereum Wallet that supports the ERC20 token standard and provides details of the same to the Partner. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time acting in its sole and absolute discretion.
4. Prior to the commencement of the Contribution Period, the Company shall undertake a verification procedure by reference to any information requested pursuant to **Clause 5.1**. Provided the Company is successfully able to verify you, the Company shall send instructions to the Smart Contract System to:
 - i. accept contributions from your Ethereum Wallet; and
 - ii. to issue MWAT to the Ethereum Wallet which you send us notice of pursuant to **Clause 7.3**, provided that this **Clause 7.4** shall not apply where a contribution is made via a Partner under **Clause 6.3**. The Smart Contract System will reject contributions from (i) any Ethereum wallet that is not notified to us in accordance with **Clause 7.3**; or (ii) any third party Ethereum wallet other than a Partner's Ethereum wallet.
5. Subject to compliance with the foregoing provisions of **Clauses 5, 6 and 7**, delivery of MWAT shall be made on conclusion of the Contribution Period by sending MWAT either:
 - i. directly to the Contributor's Ethereum Wallet which is notified to us in accordance with **Clause 7.3**;
or
 - ii. to the relevant Partner's Ethereum wallet,
as the case may be depending on the Payment Method used. If for whatever reason we are unable to deliver MWAT on conclusion of the Contribution Period, the Company shall exercise reasonable endeavours to procure that delivery shall be made within a reasonable time thereafter.
6. On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of the Company who shall be entitled to apply the contribution towards the development of the RED Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

8. Refunds, Refusals, Suspension and Termination of Contributions

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

2. Subject to **Clause 3.4** and the foregoing provisions of this **Clause 8** and except to the extent required by applicable law, all contributions received by the Company under these T&Cs are final and contributors shall not be entitled to claim any refund or reimbursement of contributions from the Company. CONSIDERING THAT MWAT ARE ISSUED DURING BID PROCESS, CONTRIBUTIONS IN EXCHANGE OF MWAT ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. THE CONTRIBUTOR DOES NOT BENEFIT OF A RIGHT OF WITHDRAWAL. CONTRIBUTOR MAY LOSE ALL AMOUNTS PAID.
3. At any time prior to satisfaction of the Completion Conditions, the Company may either temporarily suspend or permanently abort the Token Generation Event for security reasons. Any suspension or abort of the Token Generation Event shall be deemed to commence from the moment that the Company publishes a notice to that effect on the Company's Website.
4. During any period of suspension or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create MWAT and/or issue MWAT to contributors. Contributors who send us contributions (after we publish a notice that the Token Generation Event has been suspended or aborted in accordance with clause 8.5) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by such contributors in this respect. Contributors are therefore strongly advised to check the Company's Website before sending a contribution to the Smart Contract System.

9. Token Functionality

1. MWAT Tokens represent, ERC20 cryptographic tokens issued by the Company that give access to the RED Platform Software.
2. Ownership of MWAT carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the RED Platform as may be made available from time to time, (as further described in **Schedule 1** to these T&Cs), if and to the extent the RED Platform is successfully developed and deployed. Any potential future right or expectation relating to use of MWAT on the RED Platform shall be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).
 3. You acknowledge and accept that MWAT Tokens do not represent or constitute:
 - iii. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
 - iv. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the RED Platform;
 - v. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
 - vi. the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties. The sale of MWAT and the MWAT themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of MWAT are not subject to the protections of any laws governing those types of financial instruments. This T&C and all other documents referred to herein including the White

Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

4. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the financial instruments and/or investments referred to in **Clause 9.2** shall not apply to any contribution made under these T&Cs for the acquisition of MWAT or to your storage, sale and/or transfer of MWAT.
5. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that MWAT shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the RED Platform.

10. Contributor's Representations and Warranties

1. By participating in the TGE and sending a contribution to the Company, you hereby represent and warrant the matters set out in **Schedule 2** to these T&Cs. SCHEDULE 2 CONTAINS PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN SCHEDULE 2, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF MWAT AND IMMEDIATELY NAVIGATE AWAY FROM THE COMPANY'S WEBSITE.

11. Risks

1. You acknowledge and agree that sending a contribution to the Company, the creation and issue of MWAT and the development and deployment of the RED Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in **Schedule 3** to these T&Cs. BY MAKING A CONTRIBUTION TO THE COMPANY AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN **SCHEDULE 3** TO THESE T&Cs. SCHEDULE 3 CONTAINS PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN SCHEDULE 3, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF MWAT AND IMMEDIATELY NAVIGATE AWAY FROM THE COMPANY'S WEBSITE (AS DEFINED BELOW).

12. Audit of the Smart Contract System

1. The Company shall exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.
2. Notwithstanding **Clause 12.1**, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and MWAT are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of your contribution and/or MWAT.

13. Security

1. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Company and to receive and store MWAT that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your MWAT. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of MWAT nor shall we be under any obligation to recover or return any MWAT and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) MWAT issued to you during the Token Generation Event.

14. Intellectual Property

1. In this **Clause 14**, “Company’s IP Rights” means in relation to the Company, the MWAT, the Token Generation Event, the RED – Restart Energy Democracy Platform and the Project Documentation, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.
2. Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company’s IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Company’s IP Rights and you understand and accept that by making a contribution for the purchase of MWAT pursuant to these T&Cs you shall not:
 - i. acquire or otherwise be entitled to any Company’s IP Rights;
 - ii. make a claim in respect of any Company’s IP Rights or any other equivalent rights; or
 - iii. use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company’s IP Rights, except with our prior written consent.

15. Indemnity

1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Indemnified Parties”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
 - i. your acquisition or use of MWAT under these T&Cs;
 - ii. the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;

- iii. your breach of any of the terms and conditions set out in these T&Cs; or
 - iv. your breach of any rights of any other person or entity.
2. The indemnity set out in this **Clause 15** is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.

16. Disclaimers

1. To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:
 - i. MWAT are issued on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the MWAT (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
 - ii. we do not represent or warrant that MWAT are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
 - iii. we cannot and do not represent or warrant that MWAT or the delivery mechanism for MWAT are free of viruses or other harmful components.
2. Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. MWAT should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.
3. No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.
4. No Representations and Warranties. Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the MWAT or their utility, or the ability of anyone to purchase or use the MWAT. Without limiting the foregoing, none of the Company Parties represent or warrant that the process of purchasing and/or receiving the MWAT will be uninterrupted or error-free or that the Tokens are reliable and error-free. As a result, Contributor acknowledges and understands that Contributor may never receive MWAT and may lose the entire amount Contributor paid to Company. Contributor shall provide an accurate digital wallet address to Company for receipt of any MWAT distributed to Contributor.
5. Not an Investment. Contributor should not participate in the MWAT distribution or purchase MWAT for investment purposes. RED Tokens are not designed for investment purposes and should not be considered as a type of investment. Contributor acknowledges, understands and agrees that Contributor should not expect and there is no guarantee or representation or warranty by Company that: (a) the Project will ever be adopted; (b) the Project will be adopted as developed by Company and not in a different or modified form; (c) a blockchain utilizing or adopting the

Project will ever be launched; and (d) a blockchain will ever be launched with or without changes to the Project.

6. Not for Speculation. Contributor acknowledges and agrees that Contributor is not purchasing MWAT for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

17. Limitation of Liability

1. To the fullest extent permitted by applicable law, in **no** circumstances shall:
 - i. the Company or any of the Company Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of MWAT or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
 - ii. the aggregate liability of the Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use MWAT, exceed the amount of your contribution.
2. The limitations and exclusions of liability set out in **Clause 17.1** shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful misconduct of any Company Indemnified Party, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.
3. Force Majeure. Contributor understands and agrees that Company shall not be liable and disclaims all liability to Contributor in connection with any force majeure (in Romanian language "forta majora") event, including acts of God (in Romanian language "caz fortuit"), labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

18. Taxation

1. You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the transfer via a Payment Method, the creation, ownership, use, sale, transfer or liquidation of MWAT, the potential appreciation or depreciation in the value of MWAT over time (if any), the allocation of MWAT and/or any other action or transaction contemplated by these T&Cs or related to the RED Platform will give rise to any tax implications on your part.
2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company shall not be responsible for withholding, collecting,

reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of MWAT under or in connection with these T&Cs.

3. You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of MWAT or any other action or transaction related to the RED Platform or the TGE.
4. The Contributor agrees to indemnify, defend and hold the Company and any of its affiliates, representatives, employees, agents, advisors harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Contributor's acquisition of MWAT hereunder, or the use or ownership of MWAT.

19. Data Protection

1. If we make an information request in accordance with **Clause 5**, we may require you to provide information and documents relating to (without limitation):
 - i. your identity;
 - ii. your residential and/or business address;
 - iii. the source of your wealth;
 - iv. the source of funds used for the purposes of purchasing MWAT;
 - v. your Ethereum Wallet for receipt of MWAT; and/or
 - vi. any other documents or data from which you can be identified, (together, your "Personal Data").
2. We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. **By accepting these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.**
3. We shall process your Personal Data in accordance with the Romanian legislation, and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:
 - i. the purchase of MWAT and the processing of transactions related to the Token Generation Event pursuant to these T&Cs;
 - ii. providing you with information about us and our range of services;
 - iii. compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;

- iv. management of enquiries and complaints;
 - v. opening, maintaining or operating a bank account in the Company's name;
 - vi. subject to **Clause 20**, resolving any Disputes with you;
 - vii. producing summary information for statistical, regulatory and audit purposes; and/or
 - viii. any other reasonable purposes in accordance with applicable law.
4. You have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.
 5. You agree that we may, for the purposes set out in **Clause 19.3**, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.
 6. You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in clause 19.3. In order to access the RED Platform and provide or receive services therein or otherwise use and interact with the RED Platform, you will be required to accept the Platform Terms which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the RED Platform.

20. Dispute Resolution

1. **Informal Dispute Resolution.** Contributor and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by the Romanian Courts of Law, territorially competent in relation with the Company's headquarters.
2. **No Class or Joint Actions or Representative Actions.** Any dispute arising out of or related to this Agreement is personal to Contributor and Company and will not be brought as a class or joint action or any other type of representative proceeding. There will be no class or joint court procedure or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of judicial court or arbitration, or on behalf of any other individual or group of individuals.
3. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company

at contact@restartenergy.ro. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (90) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause 20, commence the court proceeding.

21. Miscellaneous

1. The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to MWAT losing intrinsic value.
2. We may amend these T&Cs from time to time, including where there are changes to the intended functionality of MWAT or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the Company's Website and we will change the "Last Updated" date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of such notice and updated T&Cs on the Company's Website. It is your responsibility to regularly check the Company's Website for any such notices and updated T&Cs.
3. If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.
4. These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.
5. You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Company in relation to the subject matter of these T&Cs at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
6. Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the RED Platform.
7. Subject to Clause 20, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Romanian Law.
8. The Parties irrevocably agree that the Romania courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).
9. Electronic Communications. Contributor agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Contributor pursuant to this Agreement or in connection with or related to Contributor's purchase of RED Platform Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Contributor, in electronic form.

- 10. Express acceptance of specific clauses: The Contributor hereby further declares and strengthens up that is has read, understands and entirely and specifically accepts all the terms and conditions of this Agreement and also: Clause 3.5-3.6, Clause 5, Clause 6.4, Clause 7.3., Clause 8, Clause 9, Clause 10 and Schedule 2, Clause 11 and Schedule 3, Clause 15, Clause 16, Clause 17, Clause 18, Clause 19, Clause 20.**
- 11. It is considered that the Contributor has granted the Company with the right to use and process his personal data in accordance with Clause 19 above as soon as it clicks the check box on the Company's Website to indicate that the Contributor has read, understands and agrees with the terms of this T&C related to data protection.**
- 12. This T&C shall be effective and binding on the Parties when Contributor clicks the check box on the Company's Website, to indicate that Contributor has read, understands and agrees to the terms of this T&C.**

SCHEDULE 1

INTENDED FUNCTIONALITY OF MWAT ON THE RED – RESTART ENERGY DEMOCRACY PLATFORM

Token model

The RED Platform's ecosystem will consist of three separate types of tokens:

1. Energy tokens ("KW - Tokens"): are tokens used internally for the functioning of the RED Platform ; all energy produced or to be produced in future from renewable energy producers that are listed on the RED Platform shall be tokenised in the form of KW Tokens. Once the energy is produced and consumed through the redemption of KW Tokens, the relevant KW Tokens are cancelled and removed from circulation in a process known as 'burning'.
2. Green Certificate Tokens ("Green – Tokens") : designed to incentivize renewable energy consumers ; RED Platform users will receive 1 Green Token for each 1 MWh of renewable energy purchased from the RED Platform for their own consumption. The Green Tokens will tokenize the accountability for the renewable energy produced and consumed.
3. MWAT ("MWAT - Tokens") : ERC20 cryptographic tokens issued by the Company that give access to the RED Platform Software ; structured as a mean of rewarding contributors who provide financial support for the development of the Platform; and which entitle holders to receive a proportion of the KW-Tokens generated as described below. MWAT shall be the only tokens issued to contributors during the Token Generation Event and shall be the only mechanism to claim KW-Token rewards on the RED Platform.

MWAT Functions

MWAT is structured as a mean of rewarding contributors who support the development of the RED Platform. In that regard, MWAT will enable MWAT tokenholders to access the RED Platform Software and claim green energy (in the form of KW -Tokens) that has been tokenized by energy producers who use the tools and services available on the RED Platform, and who are required to transfer, in exchange of their access to the RED Platform, between 1 and 5% of the energy produced from each renewable energy project that they list on the RED Platform.

For creating accounts on the RED Platform, MWAT tokenholders shall be required to submit their MWAT, to a designated smart contracted system to be deployed by the Company. Only MWAT token holders who actually create an account on the RED Platform shall be entitled to receive a proportion of the tokenized KW-Tokens. The smart contract system shall hold MWAT that it receives until the creation of the account, at which point the MWAT shall be returned to token holders for future use. It is expected that the formula for allocating KW-Tokens shall be as follows:

Closed system

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

POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF MWAT

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

MWAT TOKEN CREATION AND INTENDED DISTRIBUTION

It is envisaged that during the Token Generation Event (including the pre-sale TGE), Restart Energy Democracy SRL will issue to the public 80% of all MWAT to be created.

3% of MWAT to be created shall be allocated as rewards to members of the Restart Energy community who actively contribute to the development of the RED Platform and the growth of the ecosystem.

17% of MWAT shall be retained by the Company and reserved for distribution to the Restart Energy development team and founders.

Any MWAT that are not purchased during the Token Generation Event (including the pre-sale TGE) shall be burned except otherwise indicated in this Agreement

SCHEDULE 2

CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

1. you have read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. the acceptance of these T&Cs and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. either alone or with a Contributor representative has sufficient knowledge and experience in financial, technical and business matters to make him capable of evaluating the merits and risks of this Agreement and if not, it has requested the professional support of a sophisticated advisor;
6. you have obtained sufficient information about the potential future use and functionality of MWAT to make an informed decision to participate in the Token Generation Event pursuant to these T&Cs;
7. you understand that MWAT confer only a limited potential future right or expectation to use and interact with the RED Platform as more particularly described in Schedule 1 to these T&Cs, and that MWAT confer no other rights of any kind with respect to the Company and/or the RED Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
8. if you are an individual (i.e. a natural person), you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;
9. if you are making a contribution for the acquisition of MWAT as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
10. if you are making a contribution for the purchase of MWAT for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorised to make a contribution);

11. you are making a contribution for the purchase of MWAT to support the development, testing, deployment and operation of the RED Platform and to potentially use and interact with the RED Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
12. any contribution to be made by you for the purchase of MWAT is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
13. you shall not use MWAT to finance, engage in, or otherwise support any unlawful activities;
14. you shall use MWAT as intended on the RED Platform;
15. in the case of a contribution made in ETH, the contribution shall be transferred to the Company from an Ethereum Wallet and/or address, respectively, that (i) is registered in your name and under your sole control or registered in the name and under the sole control of a person who is duly authorised by you to send a contribution on your behalf to the Company; and (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated a “Prohibited Jurisdiction”;
16. making a contribution and receiving MWAT under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
17. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
18. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of MWAT;
19. you shall provide us with details of an Ethereum Wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as MWAT);
20. you engage or expect to engage in a meaningful number of cryptocurrency or other transactions, such as e-commerce businesses, involving token exchanges or traditional financial institutions, and you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs;
21. you understand that MWAT are solely rights to access and use services and products on the RED Platform, and do not have any attribute that provides the holder with equity, creditor or similar rights. MWAT should not be considered investments of any type, including but not limited to, any form of currency or security, and the Contributor should not expect profits of any type from acquiring MWAT nor acquire MWAT for any type of investment purposes;

22. you acknowledge you fully understand the contents of the Project Documentation provided by Restart Energy Democracy SRL and are participating in the Token Generation Event with the intention of fully accepting the risk of the failure of the RED Platform;
23. you have carefully reviewed the code of the Smart Contract located on the Ethereum blockchain and fully understand and accept the functions as further described in the Project Documentation;
24. you are making a contribution primarily to support the development, testing, deployment and operation of RED Platform, being aware of the risks associated with it (as further described in Schedule 3 to these T&Cs), and are not contributing to the Company for any speculative, investment or other financial purposes;
25. you shall waive the right to participate in a class action lawsuit or a class-wide arbitration against Restart Energy, its founders and team members or any entity or individual involved in Restart Energy project;
26. you understand that you do not have any right against Restart Energy, its founders and team members or any other party to request any refund of your contribution provided during the Token Generation Event;
27. you understand that you bear the sole responsibility to determine if your contribution and obtainment of MWAT use of MWAT and the potential appreciation or depreciation in the value of MWAT over time, the sale and purchase of MWAT and/or any other action or transaction related to MWAT, Restart Energy or the RED Platform have tax implications for you;
28. you are not a citizen of or resident or domiciled in the United States of America or making a contribution for the purchase of MWAT from a location in the Prohibited Jurisdiction, nor are you an entity (including but not limited to any company or partnership) incorporated, established or registered in or under the laws of the United States of America or Prohibited Jurisdiction, nor are you making a contribution for the purchase of MWAT for or on behalf of any such person or entity; and
29. Contributor has sufficient knowledge and experience in business and technical matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Contributor's purchase of Tokens, including but not limited, to the matters set forth herein, and is able to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to the Company and others for its acts and omissions. Contributor has obtained sufficient information in order to make an informed decision to purchase Tokens.
30. all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these T&Cs.

SCHEDULE 3

RISK FACTORS

1. Risk of software weaknesses: because MWAT, the Smart Contract System and the RED Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on MWAT, the Smart Contract System and/or the RED Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the MWAT (including the utility of MWAT for obtaining services), the Smart Contract System and/or the RED Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating MWAT will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or MWAT.
2. Regulatory risk: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the RED Platform, including its termination and the loss of MWAT for the Contributor. Additionally, regulation of proposed activities of the RED Platform is currently uncertain. It is not known what regulatory framework the proposed MWAT Platform and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.
3. Risks associated with uncertain regulations and enforcement actions: the regulatory status of MWAT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the RED Platform and MWAT. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the RED Platform and MWAT. Regulatory actions could negatively impact the RED Platform and MWAT in various ways, including, for purposes of illustration only, through a determination that MWAT are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
4. Risk of abandonment / lack of success: the creation and issue of MWAT and the development of the RED Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if any such RED Platform is partially or fully developed and launched, you will receive any benefits through MWAT that you hold.
5. Risk associated with other applications: the RED Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which MWAT will have no intrinsic value. This means that competitors may produce platforms that compete with the RED Platform and may not accept

MWAT as payment for services within such platforms; further, such platforms may become more popular and have greater success than the RED Platform. The RED Platform relies on software and other technology which may malfunction and/or work in a manner that is not intended, resulting in loss of MWAT and/or access to the RED Platform. In addition, the RED Platform relies on renewable energy producers to transfer part of the energy they produce and use the ecosystem, and Restart Energy is unable to guarantee that such cooperation will continue for an indefinite period, and there is an appreciable risk that relationships with one or more (or all) renewable energy providers could be discontinued and/or re-negotiated, adversely affecting the functionality of the RED Platform and/or MWAT by extension.

6. Risks associated with markets for MWAT: the Company may choose not enable or otherwise facilitate any secondary speculative trading or any such external valuation of MWAT. This may restrict the contemplated avenues for using MWAT to the token functionality described in Schedule 1 to these T&Cs and could therefore create illiquidity risk with respect to any MWAT you own. Even if secondary trading of MWAT is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to MWAT (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the MWAT as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the MWAT are not offered by the Company or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these T&Cs (or you consider to be invested in the Company) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Romania Deposit Guarantee Scheme, the Romania Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Romania.
7. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: MWAT can only be accessed by using an Ethereum Wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained MWAT associated with your Ethereum Wallet may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum Wallet, may be able to misappropriate your MWAT. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store MWAT, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your MWAT.
8. Risk of theft: the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or MWAT, adversely impacting the ability to develop the RED Platform and derive any usage or functionality from MWAT. Furthermore, because the RED Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the RED Platform, which could negatively affect the RED Platform and MWAT.
9. Risk of Ethereum mining attacks: as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks,

majority mining power attacks, “selfish-mining” attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the MWAT via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the MWAT losing intrinsic value and/or functionality.

10. Risk of incompatible wallet service: the wallet or wallet service provider used to receive MWAT must conform to the ERC20 token standard in order to be technically compatible with MWAT. The failure to ensure such conformity may have the result that you will not gain access to your MWAT.
11. Risk of hard-fork: the RED Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to MWAT may be required (hard-fork of MWAT) and that, if you decide not to participate in such upgrade, you may no longer be able to use your MWAT and any non-upgraded MWAT may lose its functionality in full.
12. Risk of uninsured losses: unlike bank accounts or accounts at some other financial institutions, MWAT are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.
13. Risks arising from taxation: the tax characterization of MWAT is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of MWAT, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
14. Risk of an unfavourable fluctuation of Ethereum and other currency value: The Company intends to use the contributions received to fund the development of MWAT, the RED Platform and various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavourably during or after the Contribution Period, the Company may not be able to fund the development of, or may not be able to maintain, the RED Platform in the manner that it intended.
15. Risk of dissolution of the Company or network: it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in MWAT utility due to negative adoption of the RED Platform, the failure of commercial relationships, or intellectual property ownership challenges, the RED Platform may no longer be viable to operate and the Company may dissolve and may not be able to continue the development of the RED Platform.
16. Risks arising from lack of governance rights: because MWAT confer no governance rights of any kind with respect to the RED Platform or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the RED Platform including, but not limited to, decisions to discontinue the RED Platform, to create and issue more MWAT, will be made by the Company. These decisions could adversely affect the RED Platform and/or MWAT you hold.

17. Risks arising from the market in which the RED Platform operates: the renewable energy market and by extension the RED Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to health and safety, environmental issues, competition, KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the RED Platform could be enacted, which could impact the utility of MWAT in the RED Platform. Additionally, RED Platform users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the RED Platform and the MWAT, including its functionality to obtain or provide services within the RED Platform.
18. Risks associated with the development and maintenance of the RED Platform: the RED Platform is still under development and may undergo significant changes over time. Although we intend for the MWAT and RED Platform to function as described in Schedule 1 to these T&Cs, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the MWAT or the RED Platform for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the RED Platform, what products or services will be offered through the RED Platform by third parties, or how third-party products and services will utilize MWAT (if at all). This could create the risk that the MWAT or RED Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the RED Platform, it is still possible that the RED Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the RED Platform and MWAT, and the potential utility of the MWAT, including the utility of the MWAT for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Generation Event.
19. Risk of Competing Platforms: It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the RED Platform and attempt to facilitate services that are materially similar to the services offered by or within the RED Platform. The RED Platform may compete with these alternatives, which could negatively impact the RED Platform and MWAT, including the utility of the MWAT for obtaining services offered by or within the RED Platform.
20. Unanticipated Risks: cryptographic tokens such as MWAT are a new and untested technology. In addition to the risks set out in this Schedule 3 to these T&Cs, there are other risks associated with your acquisition, storage, transfer and use of MWAT, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3 to these T&Cs.