

ECOMINT - TOKEN HOLDERS - TERMS AND CONDITIONS (THE “AGREEMENT”)

This Agreement is effective as of 20 September 2022.

PARTIES

- (1) **ECOMINT LTD**, a company incorporated in the United Kingdom, with company number 13700952 whose registered offices are at 1 Lower Velwell, Dartington, Totnes, England, TQ9 6AD, United Kingdom, legally represented by its Director, Ben Whately (“**EcoMint**” or the “**Project Coordinator**”); and
- (2) **YOU**, as the holder of NFTs (as defined below), further referred to in singular as the “**Angry Teenager**” or in plural, when referring to more than two (2) Angry Teenagers, the “**Angry Teenagers**”; and (each a “**Party**” and collectively the “**Parties**”).

BACKGROUND

- (A) EcoMint is a company involved in providing technology services, such as developing smart contracts, as agreements between parties on a blockchain, which enable a person to purchase NFT and receive a voting or other right to an asset, without a need for intermediaries.
- (B) EcoMint intends to use such technology to create and integrate smart contracts on TEZOS Blockchain Platform and TEZOS Blockchain Platform’s smart contract shall then issue the NFTs to certain individuals and/or corporates (referred to in here as Angry Teenagers) for an agreed Contribution, which shall be used to fund, develop, operate and maintain reforestation and regeneration Projects.
- (C) Consequently, EcoMint is able to use the greenest available blockchain technology of TEZOS to advance the Projects and to develop and coordinate the Projects as Angry Teenager’s appointed Project Coordinator and to provide Services as set out in this Agreement.
- (D) Individual or corporate who wish to contribute to the Project, will place their respective Contributions into the Project Wallet, solely controlled by Angry Teenagers, and the NFT is issued in return by the smart contract on the TEZOS Blockchain Platform to such individual or corporate, who then becomes Angry Teenager.
- (E) The funds placed in the Project Wallet will enable EcoMint, in its capacity of the Project Coordinator and in accordance with Angry Teenagers’ Instructions to develop, operate and fund reforestation and regeneration Projects with the local PDPs (Project Development Partners, as defined below) in Ghana.
- (F) EcoMint is willing to use the smart contract technology on the TEZOS Blockchain Platform to arrange for the issue of NFTs in support of the Project and carry out the Services of the Project Coordinator for the benefit of and on behalf of Angry Teenagers in return for the Compensation as specified in this Agreement.

EcoMint is not a regulated by the [Financial Conduct Authority \(the "FCA"\)](#) or any other financial supervisory authority of any other jurisdiction and any NFTs subject to this Agreement are not regulated financial instrument and do not benefit from consumer protections afforded to assets, products or instruments regulated by the FCA. Please see “RISK WARNING” section of the Website and in this Agreement for more details.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

“**Angry Teenagers**”: means holders of NFTs, rights and conditions of which are governed by the terms of this Agreement.

“Angry Teenagers Website”: means www.angryteenagers.xyz which shall be used for communication, notices, any information, and updates on the Project(s) and voting on the Proposal by the Angry Teenagers.

“Business Day”: means a day other than a Saturday, Sunday or public holiday in the United Kingdom when banks in London are open for business.

“Carbon Credit”: means an instrument that represents ownership of one metric tonne of carbon dioxide equivalent derived from the Project, that EcoMint can trade, sell, retire, assign or offset on the carbon credit trading platform or over the counter, embedding VCMI - the Voluntary Carbon Markets Integrity Initiative principles and governance structure or other similar internationally recognised standards.

“Carbon Credit Revenue”: means a revenue generated from the sale, offset or other use of carbon credits generated from the Project which shall be allocated as follows: (1) 45% to the Community Wallet; (2) 45% to the Carbon Credit Reinvestment Fund; and (3) 10% to EcoMint for brokering the sale of Carbon Credits.

“Carbon Credit Reinvestment Fund”: means the fund the purpose of which is to reinvest the allocated revenue into the new Projects(s).

“Community Wallet”: means a Project specific virtual digital currency account (equivalent to a bank or payment institution offering a payment account) opened by the EcoMint where the Landowner share of Carbon Credit Revenue derived from the Project is held pending Instructions to transfer to Landowner Wallet.

“Compensation”: means 15% of the total Angry Teenagers’ Contribution and further fees to be agreed from time to time and debited from the Project Wallet as against the Angry Teenager’s Instruction as set out in clause 8.1.

“Contributions”: means either Angry Teenager’s deposit of TEZ (XTZ) into the Project Wallet for the acquisition of the NFTs, which is intended as a no-return contribution, gift or donation towards the Project’s development or, funds from pre-sale token-holders transferred into the Project Wallet.

“Data Protection Legislation”: means any law applicable from time to time relating to the “processing” of “personal data” and/or privacy, as in force or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, the Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“Expert(s)” or **“PDP Consultants”**: means any subject matter experts, any potential advisors, strategic partners, affiliates or collaborators a notified to the Company who may be subcontracted by the PDP from time to time to assist with the Project.

“Instruction(s)”: means the instruction(s) given by Angry Teenagers with respect to the Proposal(s).

“Landowner Wallet”: means a Project specific virtual digital currency account (equivalent to a bank or payment institution offering a payment account) opened by the owner of the land where the Project is carried out for the collection of the agreed Carbon Credit Revenue derived from the Project.

“Mandatory Policies”: the following EcoMint's mandatory policies and procedures, as adopted from time to time, such as (1) Modern Slavery and Human Trafficking Policy; (2) Corporate and Social Responsibility Policy; (3) Anti-bribery and Anti-corruption Policy; (4) Ethics Policy; (5) Data and Privacy Policy; (6) Anti-Money Laundering Policy; (7) Whistle-blower Policy; (8) Health and Safety Policy; (9) Safeguarding Policy; (10) Procurement Policy; (11) Employment Handbook; (12) Reforestation and Regenerative Agriculture Training and Supervision Policy and Standards; and (13) any other ESG Policies and Processes as applicable or required.

“Milestone Completion Dates”: means the key dates for the implementation, delivery and completion of the phases of the Project, each as approved by Angry Teenagers from time to time.

“NFTs”: means interest or other financial return free, non-redeemable, non-refundable, non-fungible cryptographically unique digital self-governance tokens to be issued from time to time by the TEZOS Blockchain Platform’s smart contract to Angry Teenagers, as a digital representation of the Angry Teenager’s contribution to the Project and the voting right associated with the holding of the NFT.

“PDP”: means any project development partner appointed by the Project Coordinator from time to time to develop, operate and maintain the Project.

“PDP Services”: means the PDP’s services as set out in clause 2 of this Agreement.

“PDP Wallet”: means a Project specific virtual digital currency account linked to the particular Project Wallet opened by the Project Coordinator on behalf of the PDP on the TEZOS Blockchain Platform for payment of the PDP Compensation or other payments due to the PDP as per Angry Teenagers’ Instructions.

“Project”: means the development, implementation, operation and maintenance of the project with the goal to reforest and regenerate the designated PDP’s land(s) in Ghana and produce revenue generating Carbon Credits represented by the NFTs.

“Project Coordinator”: means EcoMint or another of its affiliated partner, subsidiary or a third-party entity as approved by Angry Teenagers from time to time.

“Project Observer”: means a subject matter expert or a strategic advisor appointed by the Project Coordinator to advise on matters related to the Project in the circumstances described in clause 7.6 or in other exceptional unforeseen circumstances, when the Instructions cannot be obtained in reasonable time.

“Project Wallet”: means a Project specific virtual digital currency account (equivalent to a bank or payment institution offering a payment account) opened by the Company for a receipt and distribution of Angry Teenagers Contributions to be used for the Project as per Angry Teenagers’ Instructions.

“Proposal(s)”: means a recommended proposal to vote on the Reserved Matter as presented by the Project Coordinator to the Angry Teenagers which requires their Instruction.

“Reserved Matters”: means any matter which requires the Project Coordinator to seek an approval of its recommendations to Angry Teenagers in the form of an Instruction from Angry Teenagers, including but not limited to, an Instruction on:

- (a) new projects and/or new PDPs and the allocation of funds into such new projects from the Carbon Credit Reinvestment Wallet;
- (b) commencement, material alteration or termination of the Project;
- (c) completion of the Milestone Dates or any changes to the Milestone Dates or criteria for such Milestone Dates;
- (d) the use of funds in the Project Wallet, including the release of funds as the PDP’s Compensation following the agreed completion of the Milestone Dates;
- (e) the appointment or the removal and replacement of the PDP with a suitably qualified new PDP;
- (f) the increase or decrease of the minimum value of the Project Wallet;
- (g) the release of funds from the Project Wallet to other designated Wallet;
- (h) the distribution of the Carbon Credit Revenue into the Landowner Wallet and/or any New Project Wallet;
- (i) modification, replacement or disposition of any terms of this Agreement or any terms of the NFT;
- (j) issue of further NFTs or rights to acquire NFTs or alter the capital structure or alter any rights attached to any NFTs, including changing the blockchain venue, as issued from time to time under this Agreement or otherwise;
- (k) payment of any expenses, fees, trading commission and/or any Compensation to the PDP, any Project Consultant, or other party relevant to the Project; or

- (l) payment of any expenses, fees, trading commission and/or any Compensation due to EcoMint, in its role of a Project Coordinator or other capacity as relevant, and/or to other Project Coordinator.

“Sustainability and Impact Objectives”: means the policies and objectives which are aligned with and directly contribute to the Project Coordinator’s environmental, social and governance (“ESG”) goals, as developed from time to time by the Project Coordinator, including but not limited to the Project Coordinator’s clean energy transition strategies, emission reduction, net zero targets, regeneration, reforestation, regenerative agricultures, carbon credits strategies, valued-based, purposeful and ethical business leadership, governance, sound impact accounting, Impact Management Norms/Impact Frontiers, supply chain, diversity, equity and inclusion.

“TEZOS Blockchain Platform”: means a public, self-amending governance open-source blockchain based on “the proof of stake” protocol that utilises leans on low power consumption and energy-efficient consensus.

“Wallet”: means any of the following wallets opened to collect, contribute, remunerate or donate the funds for the Project: the PDP Wallet, the Project Consultant Wallet, the Community Wallet, the Landowner Wallet, the Carbon Credit Reinvestment Wallet, the New Project Wallet and any other wallet as set up for the Project from time to time.

- 1.2 **Conflict of terms.** In the event of any conflict between the provision of this Agreement and the terms set out on the TEZOS Blockchain Platform, this Agreement shall prevail.
- 1.3 **Company, holding company, subsidiary.** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 **Successors and assigns.** This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party’s personal representatives, successors and permitted assigns.
- 1.5 **Writing.** A reference to writing or written includes email.
- 1.6 **Including.** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. ECOMINT TOKENS**
- 2.1 **Tokens.** The smart contract developed by EcoMint shall issue, from time to time, on the TEZOS Blockchain Platform the NFTs to all Angry Teenagers, who wish to contribute to the Project, immediately upon a deposit of their respective Contribution into the Project Wallet.
- 2.2 **Non-fungibility.** Each NFT is cryptographically unique, and its authenticity, provenance and ownership are recorded on the TEZOS Blockchain Platform. The NFT is neither divisible nor mutually interchangeable as each one has a unique look and value.
- 2.3 **Immutability.** All data and transactions related to the NFTs recorded on a blockchain are permanent and immutable, cannot be altered, changed or faked. Consequently, such immutability makes it possible to track the NFT’s history, origin, provenance, issuance date, ownership changes and the Contribution that it was bought and sold for over time. This greatly lowers the possibility of investment fraud or theft from the system.
- 2.4 **Project Wallet.** All Angry Teenagers Contributions shall be held in the Project Wallet. All funds in the Project Wallet will be distributed by the Project Coordinator to the PDP Wallet(s) and any other Wallet and/or account solely in accordance with the Angry Teenagers’ Instructions.
- 2.5 **Projects.** EcoMint, in its capacity of the Project Coordinator and in accordance with Angry Teenagers’ Instructions will use the Contributions to develop, operate and fund reforestation and regeneration Projects with the engagement of the local PDPs.
- 2.6 **Non-for-profit, impact NFTs.** Angry Teenagers have no right to interest, financial or other return on their Contributions to the Projects, as evidenced by the NFTs, other than

exercise voting rights, control, direct and instruct the Project Coordinator to provide Angry Teenagers with the Services and/or otherwise instruct on the use of the Carbon Credit Revenues generated from their Contributions into the Project. If any excess funds left in the Project Wallet upon the completion of the Project shall be automatically distributed to the Community Wallet.

- 2.7 **Non-redeemable, Non-refundable.** Any Contribution by the Angry Teenagers is non-redeemable or otherwise non-refundable.
- 2.8 **Assignability and Transfer.** The holder of NFT may assign, transfer, mortgage, charge, subcontract, declare a trust over the NFT, without the prior written consent of the any other holder other NFTs.
- 2.9 **Pre-sale tokens.** Prior to the publication of the NFTs, EcoMint may direct potential Project contributors to place funds into a dedicated pre-sale account operated by WERT which shall collect the funds and convert them to a crypto in order to purchase NFTs. Such non-crypto earlier contributors shall receive a pre-sale token, which shall be converted into the NFT immediately upon a release of the NFTs on the TEZOS Blockchain Platform. Consequently, such early contributors shall become Angry Teenagers and the terms of this Agreement shall apply. If NFTs are not released on the TEZOS Blockchain Platform within 1 year, the pre-sale token-holders shall be entitled to a refund of their contributions less 5% transaction fee. The refund will be in XTZ cryptocurrency and the token-holders shall be responsible for converting the XTZ to fiat.
- 2.10 **Delivery versus Payment.** An NFT shall be issued to the Angry Teenager immediately upon a deposit of the Contribution into the Project Wallet and the settlement of the Contribution shall occur at the same time.
- 2.11 **Communication of Proposals, Results, Instructions.** Any communication and notices addressed to the Angry Teenagers which shall seek their response to the Project Coordinator's proposal, recommendation shall be published in the discord channel, on the Angry Teenagers Website and/or the TEZOS Blockchain Platform.
- 2.12 **Future Rights.** The holder of NFT has no other rights to the Project other than the rights expressed in this Agreement.
- 2.13 **Gas Fees – TEZOS Blockchain Platform.** All sums payable by Angry Teenagers as fees, costs, charges, commissions, taxes, dividends or other expenses incurred for the purchase of NFTs, pursuant to this Agreement are due and payable in TEZ on the TEZOS Blockchain Platform immediately at the time of the purchase Further ongoing fees and charges may apply. The Angry Teenagers should consider the impact of fees and charges on their purchase. Such charges and fees may be higher than the fees typically charged for other more conventional non-digital non-crypto products which are subject to a regulatory supervision.
- 2.14 **Reliance on the TEZOS Blockchain Platform KYC.** EcoMint and any Project Coordinator shall rely solely on the KYC, anti-money laundering and other checks and reviews as performed on each holder of NFT and/or a wallet address engaged in the TEZOS Blockchain Platform smart contract transaction, which is a subject to this Agreement.
- 2.15 **Complaints.** If any holder of NFT has reason to make a complaint, it should email the Project Coordinator using the contact details on the Angry Teenagers Website.
- 2.16 **Conflict of Interest.** Due to the anonymous, cryptographic and unique nature of the NFT and its holders, the risk of a conflict of interest between the Project Coordinator and other of its projects or parties involved in the Project which may benefit a person other than a specific holder of the NFT or cause disadvantage or damage to a particular Angry Teenager is almost obsolete. Should such conflict arise the Project Coordinator will take all reasonable steps to identify conflicts of interest and to have arrangements in place to manage and prevent them through internal organisational and administrative arrangements.
- 2.17 **Disclaimers – no financial advisory, no financial services, no financial instrument, no regulated activity, no investment scheme.** Neither the Project Coordinator nor any of the party engaged in the Project is authorised to provide any advisory services or regulated activities. This means that each holder of the NFT should make its own assessment of any terms of the Agreement (including the terms, agreement and contracts on the TEZOS Blockchain Platform) and should not rely on any opinion, research or analysis

expressed or published by the Project Coordinator or any party associated with the Project as being a recommendation or advice in relation to that contractual term or tokenisation. No deemed direct or indirect legal, accounting, tax or other advice shall be constituted by virtue of providing the Project Coordinator's services. Each Angry Teenager has the sole responsibility for selecting, retaining and remunerating any legal, accounting, tax, investment, finance or other adviser that may be required.

- 2.18 **Non-reliance basis.** Any information provided to an individual and/or a corporate interested to contribute to the Project such as information on the Project discord channel, the Project Coordinator's website or on the TEZO Blockchain Platform is given on a non-reliance basis.

3. DIGITAL ASSETS - TOKENS - RISK WARNING

- 3.1 **Digital crypto tokens.** Digital crypto tokens, such as the NFTs, require each prospective holder to first purchase a cryptocurrency, in this case TEZ, in order to buy them. Cryptocurrencies (and investments linked to their performance) can be extremely volatile which means they are vulnerable to dramatic changes, so whilst their value may go up significantly, it can also be severely dropped, resulting in a loss of capital. Digital crypto tokens are complex and volatile products and each prospective contributor to the Project is required to read the "**RISK WARNING** before making any decision.

- 3.2 **Volatility.** Transactions such as NFTs are complex and come with a significantly high price, value and market risk and volatility due to a relatively new nature of a blockchain's technology, the applicable crypto currency protocols and standards, as well as the inherent difficulties of valuing cryptoassets reliably. The NFT does not have a guaranteed return or any performance and any past record or a financial return or rights associated with NFT, or other similar token is not necessary an indication of future performance of the token. Prior to contributing to the Project Wallet and purchasing the NFT, each person should consider whether they understand how the transactions subject to this Agreement work, and whether they can afford to take the high risk of losing all funds contributing to the Project.

- 3.3 **Product complexity.** The complexity of some products and services relating to digital crypto tokens, such as NFTs, can make it hard for consumers to understand the risks. There is no guarantee that NFTs can be converted back into cash. Converting an NFT back to cash depends on demand and supply existing in the market.

- 3.4 **Regulatory uncertainty.** The legal framework surrounding all aspects of digital assets and tokenisation is yet to be developed. Different countries have varying laws and standards that guide digital assets and security instruments compliance and NFTs may be reclassified as a regulated instrument in a particular country of its origin, holding or the use of proceeds, such as the Contributions. These varying classifications create uncertainty for digital token holders and make compliance difficult.

- 3.5 **No regulatory oversight.** The FCA has not been given regulatory oversight over direct investments in digital crypto tokens and NFTs. There are no consumer protections for those who buy any digital crypto tokens and NFTs.

- 3.6 **No access to Financial Ombudsman Service.** Angry Teenagers are unlikely to have access to the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS) if they are dissatisfied with the outcome of their Contribution and the impact the Project and the NFTs they have purchased. Learn more about high-risk investments at <https://www.fca.org.uk/investsmart>.

4. PROJECT COORDINATOR APPOINTMENT AND SERVICES

- 4.1 **Appointment and Services.** Angry Teenagers appoint EcoMint, in its capacity of the Project Coordinator to carry out the following Services, during the term of this Agreement:

- (a) provide the following support to the PDP:
- (i) the Phase 1 Project support services as specified in Schedule 1;
 - (ii) ongoing support to the PDP to ensure the most effective delivery of its Services to the Project Coordinator in order to implement and complete the Project;

- (iii) attend meetings with any investors or strategic advisors, and/or future partners, providers, developers, or constructors if required to be involved in any other phases of the Project;
 - (iv) attend any business or other strategic meetings with the PDP and any third party with the goal to create a strong support network of Experts working with the PDP, who understand the Project Coordinator's objectives in the regeneration and climate change sector.
- (b) provide recommendations, reports, analysis, recommendations and proposals on all matters which constitute or may constitute Reserved Matters;
 - (c) put to vote any other matters as required with respect to the Project(s);
 - (d) carry out and act in accordance with the Angry Teenagers' Instructions following the voting, as further set out in clause 7 below; and
 - (e) facilitate the sale of Carbon Credits generated by the Projects, from time to time.

4.2 **The Project Coordinator's Discretion.** Unless exceptional circumstances apply, the Project Coordinator shall procure that save as contemplated by this Agreement, neither EcoMint nor any Project Coordinator or PDP or any other party associated with the Project shall without Angry Teenagers voting on the PC Proposal carry out any action which constitute or may constitute the Reserved Matter without Angry Teenagers' prior Instruction. No specific Instruction is required for:

- (f) the distribution of the Carbon Credit Revenue into the Community Wallet and/or the Carbon Credit Reinvestment Wallet; and
- (g) topping up the Project Wallet from the Carbon Credit Reinvestment Wallet, the funds available in the Project Wallet are below the minimum of USD 100,000.

5. ECOMINT'S DUTIES AND RESPONSIBILITIES

- (h) **Good faith.** EcoMint shall serve Angry Teenagers faithfully and diligently and shall not allow its interests to conflict with its duties under this Agreement.
- (i) **Reasonable Endeavours.** EcoMint shall use its reasonable endeavours to carry out the services as set out in Clause 4.1 above.
- (j) **Sustainability and Impact Objectives.** EcoMint will carry out its Services in a manner that aligns with EcoMint's Sustainability and Impact Objectives.
- (k) **Delivery of Milestone Reports.** EcoMint shall ensure that Angry Teenagers shall receive relevant Project Milestone Reports prior to providing any relevant Instructions.
- (l) **Compliance with Instructions.** EcoMint shall comply with Instructions of Angry Teenagers to the extent compatible with its duties under this Agreement.
- (m) **EcoMint's Exclusivity and Continuity.** EcoMint shall ensure that the Project and the land related to the Project is used exclusively for the purposes of collaborating with EcoMint and regenerating the land.
- (a) **Financial Reporting.** EcoMint shall provide Angry Teenagers with the Project's annual accounts within 9 months from the financial year end.
- (n) **No authority to bind.** Unless acting with a specific Angry Teenagers authority and Instructions, EcoMint shall have no authority, and shall not hold itself out, nor permit any person to hold itself out, nor otherwise create the impression that it is authorised to bind Angry Teenagers in any way and shall not do any act which might reasonably create the impression that EcoMint or the PDP is so authorised.
- (o) **No authority to contract or negotiate.** EcoMint shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Angry Teenagers, nor shall it agree the amount, price or value of any contracts, commitments or liabilities or negotiate any terms for the provision of the services, unless directed by Angry Teenagers.

- (p) **Competing activities.** EcoMint shall not be prohibited from performing duties similar to the Services on behalf of any other person or body corporate who seeks such services or the performance of activities similar to those set out in this Agreement.

6. ANGRY TEENAGERS'S REPRESENTATIONS AND WARRANTIES

Each Angry Teenager represents and warrants, and where the context requires, undertakes, as at the date of this Agreement and on a continuing basis, to and for the benefit of the Project Coordinator that:

- (a) **Power and authority** - where such is a company, trust, unincorporated association or a partnership, that it has a full power and authority (corporate and otherwise) to enter into this Agreement and to exercise your rights and perform its obligations hereunder and have obtained all authorisations and consents necessary so to enter, exercise rights and perform obligations and such authorisations and consents are in full force and effect;
- (b) **Individual's capacity** - where such is an individual, it is an adult of legal age (at least 18) and sound mind and have full capacity to enter into this Agreement and to exercise its rights and perform its obligations or if younger than 18, this Agreement has been co-signed and authorised by such person's legal guardian;
- (c) **Valid and binding** - the obligations expressed to be assumed by it under this Agreement are legal, valid and binding;
- (d) **No tax deductions** - all payments may be made free and clear of, and without deduction for or on account of, any taxes;
- (e) **Tax responsibility** - it will be responsible at all times for the payment of all taxes due and for providing any relevant tax authority with any information relating to its dealings with the parties referred to in this Agreement;
- (f) **Information – true, complete and accurate** - all information that is furnished in writing by it in respect of this Agreement (including information supplied for the purposes of KYC and client due diligence) is true, accurate and complete in every material respect;
- (g) **No reliance** - in entering into the Transaction, it is not relying upon the Project Coordinator in relation to any legal, tax, investment or financial advice, forecast or profits estimate, or tax treatment;
- (h) **Independent decision** – it is acting for its own account, as principal, and have made its own independent decisions;
- (i) **Risk assessment** - notwithstanding any initial and/or on-going assessment whether dealing in the NFTs is appropriate or suitable given Angry Teenagers financial or personal circumstances and knowledge and experience, it is capable of assessing the merits and risks of the tokenisation;
- (j) **Accuracy of Instructions** – it will ensure that documents, information, notices or communication related to the Instructions are accurate, complete, not misleading or disruptive, or creating a risk of nuisance;
- (k) **Compliance with Applicable Regulations** - it will take all reasonable steps to comply with all applicable regulations in relation to this Agreement and any transaction, so far as they are applicable to it or the Project Coordinator. This includes not sending Instructions or taking any action that could create a false impression of the demand for or value of a financial instrument or send Instructions which you have reason to believe are in breach of the applicable regulations;
- (l) **Provisions of information** - upon demand, it will provide the Project Coordinator with any information that the Project Coordinator or the TEZOS Blockchain Platform may reasonably require as evidence of its compliance with the matters referred to in this Agreement or any applicable regulations;
- (m) **Confidentiality** – it shall not disclose any confidential information related to the Project, unless required by law or regulation; and

(q) **Good faith** – it shall at all material times act in good faith towards the Project Coordinator.

7. **CONSENSUS VOTING PROTOCOL**

7.1 **Notice Period and Voting Period.** At least two (2) Business Days' notice shall be given on the Angry Teenagers Website in writing of each voting to be required by Angry Teenagers. Such notice shall specify in as great a detail as is practicable the Proposal to be considered at the first and if required the second voting round. Angry Teenagers shall be then given at least three (3) Business Days to vote on the matters presented to them (the "**Voting Period**").

7.2 **One Vote and Recording.** Each Angry Teenager has one (1) vote. All votes are recorded on the TEZOS Blockchain Platform and create a permanent in print of all votes related to the specific NFT and the specific Project.

7.3 **Vote by Objection or Consent.** Each Angry Teenager shall be able to exercise its voting rights by voting either:

(a) "NO" in the first voting round within the Voting Period; and

(b) if more than 10% of the Angry Teenagers objected in the first voting round, by having an option to vote "YES" or "NO" in the second voting round.

7.4 **First Voting Round – Vote by Objection.** If

(a) less than 10% of Angry Teenagers objected to the proposal by voting "NO", the Project Coordinator shall conclude the voting round, and the Proposal is deemed to receive the Instruction as submitted to the vote; and

(b) more than 10% of Angry Teenagers objected by voting "NO", the Project Coordinator shall call for the second voting round, as per sub-clause 7.5.

7.5 **Second Voting Round – Vote by Objection or Consent.** If the Project Coordinator calls for the second voting round, it shall put the same matter to the vote on the Angry Teenagers Website and give all Angry Teenagers further five (5) Business Days to vote on the matter. The second voting round requires 25% NFT holders' quorum to actively vote of which 50% consented to the Proposal. Any Proposal which meets the quorum requirement and receives a consent from a simple majority of the Angry Teenagers' votes is approved, and the Project Coordinator shall then follow the Instruction. No consensus is reached on the Proposal if, either the 25% quorum is not met and/or a majority of votes objected to the Proposal.

7.6 **Urgent Circumstances.** If Angry Teenagers have failed to instruct the Project Coordinator to carry out the Proposal and the matter is urgent, the Project Coordinator may exercise its discretion and take decisions following the guidance and assistance from the Project Observer.

7.7 **Proportional Right in New projects.** The Angry Teenagers which participated in the existing Project will be given voting rights in the new project corresponding to their funding into the Carbon Credit Reinvestment Fund when allocating the rights of any other new NFT-holders in the new project.

8. **COMPENSATION AND PAYMENT**

8.1 **Compensation entitlement.** The Project Coordinator shall receive the Compensation for the Services to Angry Teenagers upon the Instruction to approve the transfer from the Project Wallet the amount due to the Project Coordinator.

8.2 **EcoMint replacement.** Should EcoMint be replaced by another suitable project coordinator as approved under the Instruction, it shall be due a Compensation which commensurate to the duration of the term of the Services provided under this Agreement.

9. **COMPLIANCE**

9.1 **Compliance.** Each Party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may apply from time to time, and with any conditions binding on it in any applicable licenses, registrations, permits and approvals.

9.2 **Mandatory Policies.** Angry Teenagers shall comply with the Mandatory Policies as EcoMint, the TEZOS Blockchain Platform or the relevant industry body may update them from time to time provided that Angry Teenagers have received written notice of any such updates.

10. ANTI-BRIBERY

10.1 Anti-bribery compliance:

(a) **Compliance with Bribery Acts.** Neither Angry Teenagers nor EcoMint shall under any circumstances pay a bribe and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (“**Relevant Requirements**”).

(b) **Policies and procedures.** Angry Teenagers and EcoMint shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Relevant Requirements and the Mandatory Policies and will enforce compliance with them where appropriate.

(c) **Reporting obligation.** Angry Teenagers and EcoMint shall promptly report to each other any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

11. ENCRYPTION AND DATA PROTECTION

11.1 **Compliance.** Since all information about Angry Teenagers are encrypted, no personal data will be provided to EcoMint. Any such data will be provided only on the basis that any applicable Data Protection Legislation and regulation will be complied with by a data transferee.

11.2 **Assistance.** The Parties shall comply, co-operate and without undue delay, notify and rectify the other of any security breach, misuse or loss of data or any other actual or suspected breach of its data security policy regarding personal data.

11.3 **Consents.** Each Party confirms and undertakes, to the extent that it does act as a transferor, that: (i) it has obtained all consents, licenses and authorizations necessary for the transfer, sharing and accessing of data to, with and by the other party under this Agreement; (ii) it has complied with and will comply with all relevant Data Protection Legislation in relation to the Agreement; and (iii) it will ensure that procedures are in place to deal promptly and effectively with any data subject access requests, requests for deletion, retention, rectification, restriction and queries and complaints made by individuals in respect of any of their personal data held, shall respond to requests from the transferee in respect of the same, and will notify the transferee as soon as reasonably practicable upon receipt of any requests.

12. LIMITATION OF LIABILITY

12.1 **Limitations of liability.** Neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, sales, revenue or business, loss of anticipated savings, loss of or damage to goodwill, loss of agreements or contracts, loss of use or corruption of software, failures in a blockchain technology, data or information, any loss arising out of the engagement in the Project, lawful termination of this Agreement or any decision not to renew its term, or any loss that is an indirect or secondary consequence of any act or omission of the Party in question.

12.2 **No limitations in respect of deliberate default.** Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

13. ECOMINT’S RESIGNATION AND TERMINATION

13.1 **Notice.** EcoMint may resign from its role of the Project Coordinator as soon as it receives an Instruction from the Angry Teenagers which approves and appoints a replacement project coordinator.

- 13.2 **Termination for breach of compliance obligations.** Either Party may terminate this Agreement on notice with immediate effect if the other Party is in material breach of its regulatory compliance, anti-money laundering or anti-bribery obligations as set out above.
- 13.3 **Clauses to remain in force on termination.** On termination of this Agreement, the following clauses shall continue in force: clause 1 (*Definitions and Interpretation*), clause 9 (*Compensation and Payment*), clause 11 (*Encryption and Data Protection*), clause 12 (*Limitation of Liability*) and clause 14 (*General*) (inclusive).
- 1.2 **Accrued rights.** Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 14. GENERAL**
- 14.1 **No partnership or agency between the Parties.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorize either Party to make or enter into any commitments for or on behalf of the other Party except as expressly provided in this Agreement.
- 14.2 **No agency on behalf of third party.** Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.3 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.4 **No reliance on matters outside Agreement.** Each Party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 14.5 **Misrepresentation and misstatement.** Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 14.6 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.
- 14.7 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 14.8 **No automatic waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.9 **Deemed modification or deletion.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.10 **Obligation to negotiate compliance amendments.** If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.11 **Third party rights.** No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

- 14.12 **Governing law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 14.13 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

By purchasing an Angry Teenager NFT or pre-sale token, each Angry Teenager:

- **confirms that it has read the NFTs Terms and Conditions (the “Agreement”), Risk Warning Disclosure, the Website Privacy Policy Notice and relevant policies and information displayed on the Website;**
- **accepts and agrees to the Agreement and agrees to be bound by the terms of it and the documents above;**
- **acknowledges that it understands the nature of EcoMint Services and the Project(s); and**
- **acknowledges that this Agreement (and the above listed documents) supersedes any previous agreement(s) with EcoMint on the same subject matter. Any amendments to the Agreement (including the above listed documents) shall be effective when published on the Website or on the date as notified in the amendments notice, and unless specifically required by the TEZOS Blockchain Platform, without a need to re-execute either this Agreement or any other document.**