

RULES AND REGULATIONS OF THE IEO PROCESS OF PWT TOKEN

§ 1.

Definitions

The following capitalized phrases in these Rules and Regulations shall have the meaning given to them below, unless the context explicitly indicates otherwise:

Cashback	- the Issuer's performance described in § 5 of the Rules and Regulations;
Price	- mutual benefit, in exchange for the performance of which the person interested in acquiring one Token can purchase the Token; the equivalent of one Token is 1 US dollar (USD) gross (including VAT);
Issuer	- PERCENT Spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia: 81-391 Gdynia, Ul. Świętojańska 43/23, the Company entered in the National Court Register under the number 0000899340 by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, REGON (Business identification number): 388856217, NIP (Tax identification number): 5862369013, share capital PLN 5,000.00, website address: https://www.percent.com.pl/ , e-mail address: office@percent.com.pl
Kanga Exchange	- the FinTech tool and services system available at www.kanga.exchange , which is an exchange for cryptocurrencies and crypto-assets, which is used to perform a part of the Issuer's obligations under the Rules and Regulations; in accordance with the rules of the exchange, it reserves the right to conduct the KYC (Know Your Customer) and AML (Anti Money Laundering) procedure;
Consumer	- a natural person who carries out a legal transaction with the entrepreneur (the Issuer) not directly related to their business or professional activity;
Platform	- online platform within the scope of which the Issuer will, in particular, sell the Products, in particular, in return for Tokens, available at www.percentwhisky.com ;
IEO Process	- the process conducted by the Issuer, under which the Issuer, using blockchain technology and with the use of smart contracts organises the distribution of Tokens that can be purchased from the Issuer in return for cash or virtual currencies;
Products	- Goods and services offered by the Issuer on the Platform which can be purchased for Tokens;
Loyalty Program	- means the action carried out by the Issuer in the manner described in the Rules and Regulations, consisting in awarding Token Holders by means of the Proof-of-Stake protocol,
Entrepreneur with consumer rights	- a natural person who enters into an agreement directly related to their business activity, if it results from the content of the agreement that it does not have a professional character for the person, resulting, in particular, from the object of their business activity, made available on the basis of the provisions on the Central Registration and Information on Economic Activity;
Points	- PWT Tokens, which are granted in the Proof-of-Stake system
Proof-of-Stake	a consensus algorithm, in which the state of possession determines the amount of the winning. The chance is proportional to the amount of funds held (i.e. deposited on a dedicated account);
Rules and Regulations	- means this document regulating the rights and obligations of the parties in the IEO Process available at: percentwhisky.com and percent.com.pl ;
Token	- digital tokens offered by the Issuer under the name PWT, created and functioning in the ERC -20

(BEP-20) standard, in the blockchain Binance Smart Chain environment;

Token Holder	- means an entity that has powers related to the disposal of the Token in connection with the purchase of the Token in the IEO Process or on a secondary market, making the statements described in Appendix no.1
oPLN	- virtual currency within the meaning of the provisions of the Act of 1 March 2018 on Counteracting Money Laundering and Financing Terrorism, being the so-called stablecoin at the ratio of 1:1 with the fiduciary currency – PLN, i.e. the Polish zloty;
USDT	- virtual currency within the meaning of the provisions of the Act of 1 March 2018 on Counteracting Money Laundering and Financing Terrorism, being the so-called stablecoin at the ratio of 1:1 with the fiduciary currency – USD i.e. the US dollar
Whitepaper	- a document describing the activity carried out by the Issuer, its structure, mission, rules of operation, planned projects and describing the risks related to the IEO Process, available at the website: http://percentwhisky.com

§ 2.

In order to avoid any doubts, the Parties declare unanimously that:

- 1) The Rules and Regulations do not have the character of an agreement of any company (including a civil law partnership, commercial law company, consortium or a similar agreement) and that it does not include a power of attorney to act on behalf of the Issuer. The conclusion, performance or termination of the agreement concluded by accepting the Rules and Regulations does not oblige the Issuer to transfer any profits or any other benefits of a corporate nature or any other benefits not provided for in the Rules and Regulations to the Token Holder;
- 2) Tokens do not entitle the holder to ownership of any goods or raw materials nor they entitle to acquire corporate rights, share in profits, etc., Tokens do not constitute *asset tokens* or *equity tokens*; however, the above does not exclude using Tokens to purchase the Products and to obtain other benefits described in detail in the Rules and Regulations;
- 3) The Rules and Regulations do not have the nature of a loan agreement, an incorrect deposit or a similar agreement, the purpose of which would be to release the capital for use by the Issuer.
- 4) The Issuer does not provide any payment services, financial or investment services, in particular, it does not participate in securities trading and does not offer any financial instruments. The Issuer does not conduct any activity specific to collective investment undertakings.

§ 3.

1. The Rules and Regulations define the mutual rights and obligations of Token Holders and the Issuer, as well as defines the rules of acquiring Tokens. Upon accepting the Rules and Regulations and paying the Price for Tokens, the agreement shall be concluded between the Issuer and the Token Holder based on these Rules and Regulations. The Agreement entitles the Token Holder exclusively to the services described in the Rules and Regulations. The Token Holder and the Issuer, entering into an agreement, undertake to perform the obligations described in the Rules and Regulations, as well as make statements specified herein, in particular, the person purchasing Tokens submits the statements listed in Appendix no. 1 to the Rules and Regulations.

2. A person who intends to enter into an agreement with the Issuer under the Rules and Regulations (a potential buyer) should read the Rules and Regulations before purchasing Tokens. Placing an order for Tokens is equivalent to the acceptance of the Rules and Regulations, and the buyer of Tokens undertakes to send to the Issuer the mutual performance for Tokens not later than within 7 (seven) days of the date of accepting the Rules and Regulations. The Issuer undertakes in return, immediately, but not later than within 7 (seven) days from the payment of the Price, to send Tokens to the buyer's account at the Kanga Exchange.

3. Each person purchasing Tokens (including the Token Holder) declares that they are aware that the Issuer's declarations included in the Whitepaper document are only guidelines for the Issuer, which the Issuer intends to follow in its activities, which, however, may not always be feasible in practice. Any reservations made in the Whitepaper (in particular the reservations described in the section: 'LEGAL DISCLAIMERS AND RELEVANT RISK INFORMATION') form an integral part of the Rules and Regulations, which the buyers of Tokens fully accept.
4. The buyer of Tokens (including the Token Holder) also acknowledges that they have been informed by the Issuer that the industry in which the Issuer operates is a dynamic sector and that it is subject to a number of trends that may take different directions of development, which may, but do not have to influence the decisions taken by the Token Holder related to entering into the agreement with the Issuer.
5. Distribution of Tokens in the so-called primary issue takes place with the use of the Kanga Exchange service.
6. The Issuer is not responsible for the security of Tokens owned, including the IT security of Tokens, as it does not have technical possibilities to ensure the security, in particular, because the distribution and storage of Tokens takes place via the Kanga Exchange platform (which is handled by an entity independent from the Issuer).
7. The IEO process starts with the purchase of the first Token (payment of the price for the Token).
8. Holding Tokens entitles only to the benefits described in detail in the Rules and Regulations.
9. The Issuer determines the minimum cap of the IEO Process (the minimum amount from which the Issuer will start performing the services described in the Rules and Regulations resulting from the possession of Tokens) to the equivalent of 300,000 of virtual currency USDT (the value determines the total equivalent for which the Tokens must be redeemed, so that the Issuer performs the services described in the Rules and Regulations resulting from the possession of Tokens), whereby only virtual currencies paid and not reimbursed as a result of a withdrawal from the agreement are taken into account, not orders placed for Tokens. If within 1 (one) month from the moment referred to in sec. 7 above, the minimum *cap* is not reached, the IEO Process shall be cancelled (annulled) and the Issuer shall reimburse to the persons who have purchased Tokens the Price paid for the Tokens in the same way as it has been paid, minus transaction fees, to which the Token Holder agrees.
10. At every stage of the distribution of Tokens in the IEO Process, the Issuer may decide to terminate the IEO Process regardless of the level of the Tokens distributed. In such a case, the Tokens purchased in the IEO Process will be returned to the buyers of Tokens in the same way as the way in which they have been purchased, to which the Token Holder agrees.

§ 4.

The manner of using Tokens

1. Tokens can be used as payment tokens by purchasing Products offered by the Issuer or products offered by other companies on the market therefor. The Issuer has no control, nor it makes no promises as to the entities that will accept its payment token.
2. The Issuer represents that its intention is that part of the Products be available for purchase on the Platform exclusively for the Token Holders, which is aimed at increasing the value of the Tokens. The Issuer represents that it is possible that it will launch an additional, other platform or platforms at which it will offer its Products available for purchase in return for Tokens. Tokens can allow obtaining a discount for the Products. Tokens can also allow the purchase of advertising on the Platform on terms agreed with the Issuer and an access to a quarterly issued in an electronic form (the name of the quarterly is Percent Wallet). The Quarterly will have informative and educational nature, and the published information will be thematically related to the Issuer's activity (Whisky, art, new technology). The value of the quarterly will be determined by the Issuer.
3. The purchase of Products at the Platform with the use of Tokens takes place with one Token being deemed to be worth its market price and the replacement of Tokens for a Product or Products takes place according to their price specified in the Store. Lack of sufficient number of Tokens to place an order on the Platform will require the Token Holder to additionally pay the relevant amount.

4. The Issuer also plans to organise meetings, events in which only Token Holders will be able to participate. However, at the moment, the Issuer is unable to determine the scope of the meetings/events as well as their frequency.

5. The Issuer is not obliged to verify whether a person who is the holder of the Token(s) is an authorised Token Holder, whether they have appropriately entered into the possession of the Token, and whether they are persons entitled under the agreement concluded on the basis of the Rules and Regulations, to which the Token Holder consents.

§ 5.

Loyalty Program, Token Burn and Cashback conditions

1. None of the Token Holders is obliged to participate in the Loyalty or Cashback Program. The basic feature of Tokens is the possibility of their use in the manner described in §4 of the Rules and Regulations.

2. The Loyalty Program promotes Token Holders who hold Tokens and do not dispose of them on the secondary market. The Loyalty Program assumes the award of Points for holding the Tokens on the terms described in this Article, subject to the cumulative fulfilment of the following conditions:

1) Status of a registered user of the Kanga Exchange, including possessing an active, unblocked and fully verified account;

2) Sending the owned Tokens to the Proof-of-Stake system at the Kanga Exchange platform.

3. The transfer of the Tokens held to the account in the Proof-of-Stake system results in the so-called freezing of the Tokens for a period specified by the Issuer, with the reservation that if the Token Holder decides to withdraw the Tokens (or parts thereof) from the Proof-of-Stake system, they will return to the Token Holder's portfolio only after 14 days from their withdrawal. For the period from the withdrawal of Tokens from the Proof-of-Stake system until their return to the Token Holder's portfolio, the reward within the scope of the Loyalty Program will not be accrued.

4. The reward in the form of Points shall be granted by the Issuer in the form of PWT Tokens in the Proof-of-Stake system since the next full day of the sending of the Token (the Token must be frozen for at least 24 hours) or Tokens to the dedicated account in the Proof-of-Stake system.

5. Rewards under the Loyalty Program will be awarded during the period beginning at the launch of the so-called secondary market. The number of Points awarded to all Token Holders, subject to sections 6 and 7, by the Issuer will depend on the profit on the sale of alcohol, excluding the sales of alcohol at meetings/events. The profit will be calculated on the bottle purchase amount without taking into account discounts granted to the Issuer.

6. Points shall be awarded within 30 days of the date on which the alcohol is sold, on the day and at the time at the sole discretion and choice of the Issuer. The Token Holders meeting the conditions of the Loyalty Program shall be entitled to a reward (in Points) equivalent to the amount specified in sec. 5 and 7, **to be distributed among all the Tokens Holders meeting the conditions of the Loyalty Program.**

7. In order to implement the Loyalty Program and award prizes to the Token Holders who meet the conditions, the Issuer shall buy the Tokens from the secondary market at the market price for 70% of the profit from the sale of each bottle of alcohol, and the Tokens bought in this way will be allocated as rewards for the Token Holders participating in the Loyalty Program.

8. Irrespective of the Loyalty Program, the Issuer declares that it will buy the Tokens from the secondary market at the market price for 10% of the profit on sales of each bottle of alcohol as part of the activity (excluding the sale of alcohol at meetings/events). The Tokens repurchased from the secondary market will be burnt/frozen (burn type tokens), which means that they shall not return into circulation after their repurchase by the Issuer. The burned/repurchased Tokens do not entitle to any benefits.

9. Irrespective of the Loyalty Program, the Issuer undertakes to carry out the Cashback action. The Cashback action will be carried out from the 14th day following the opening of the secondary market for the following 12 months. As part of

the Cashback, the Issuer undertakes to grant a discount for the purchased Tokens in the form of Points to the Token Holders on the terms described in this section. As part of the Cashback, the Issuer will repurchase Tokens from the secondary market for 5% of the value collected by the Issuer in the IEO Process. In each calendar month for the following 12 months starting from the beginning of the Cashback, once a month (at the Issuer's exclusive choice), the Issuer will repurchase Tokens for the equivalent of 1/12 of the 5% value collected by the Issuer in the IEO process. The Tokens repurchased in this way will be allocated for rewards under the Cashback during the same month, on the day and at the time at the sole discretion and choice of the Issuer. The Token Holders meeting the conditions of the Cashback shall be entitled to a reward (in Points) of the equivalent value specified in this section to be distributed among all the Token Holders meeting the Cashback conditions.

10. Points are not time-bound and they are not subject to forfeiture. If the conditions set out in sec. 1 above are not met, despite Tokens being held by the Tokens Holder, Points for Loyalty Program and Cashback may not be awarded, of which fact the Token Holder is aware and which he or she accepts.

11. The Issuer neither guarantees, nor offers the exchange of Points for fiduciary currencies. The exchange of Points for fiduciary currencies takes place outside the control and knowledge of the Issuer, and the Issuer does not guarantee any exchange rate for the Points into fiduciary currencies. Nor does the Issuer guarantee the achievement of a profit from the activity involving the sale of alcohol, for the achievement of the profit is beyond its control.

12. The Issuer stipulates that if there is no possibility to continue cooperation with the Kanga Exchange, it intends to establish cooperation with another exchange that will enable the implementation of the Loyalty Program and other performances. If, however, it is not possible to fully perform the functionality of the Loyalty Program, it will be replaced with the token burn mechanism. This means that the Issuer will submit an offer to purchase Tokens in the order book, for which purchase the Issuer shall designate the equivalent of awards in the Loyalty Program for a given period.

13. The Issuer does not guarantee the repurchase of Tokens, it is unable to determine the purchased number of Tokens in advance, and is not able to guarantee the exchange rate of the Tokens, in particular, it does not have any control over the fluctuations of the exchange rate. In connection with the token burn mechanism, Token Holders are not entitled to any claims against the Issuer for the repurchase of Tokens. The Tokens repurchased from the secondary market will be burnt/frozen (burn type tokens), which means that they shall not return into circulation after their repurchase by the Issuer. The burned/repurchased Tokens do not entitle to any benefits.

14. The repurchased Tokens shall be allocated for their distribution amongst all the Token Holders meeting the conditions described in sec. 1 above, at a given day and a given time. The Cashback will function under the same conditions as the Loyalty Program described in § 5, i.e. in particular the condition for using the Cashback is fulfilling the conditions described in sec. 1, and Points will be granted by means of the Proof-of-Stake protocol in the same manner as in the Loyalty Program, however, on a daily basis, at the time determined by the Issuer, and the equivalent of the reward designated for Proof-of-Stake (PoS) will be 1/365 of the total pool of rewards for distribution.

§ 6.

1. Deadlines for the implementation of the agreement concluded on the basis of the Rules and Regulations are as follows:

Contractual terms		
No.	Action	Date
1.	payment of the equivalent of the Price or the account of the Issuer's portfolio at the Kanga Exchange	immediately, but not later than within 7 (seven) days of the date of submitting an offer for Tokens
2.	transferring Tokens by the Issuer to the address of the virtual portfolio at the Kanga Exchange	immediately, but not later than within 7 (seven) days of the date of receipt of the Price by the Issuer

2. In the event of the occurrence of the events referred to in § 12 and § 13 of the Rules and Regulations, and in the event of circumstances beyond the Issuer's control, including, in particular, the circumstances the cause of which would be

attributable to the buyer, the time limits referred to in sec. 1 above will be appropriately extended by the duration of the events and the time necessary to prevent their effects.

3. In order to avoid any doubts, the moment of proper performance of the obligations is:

- 1) for the Token Holder – the moment of crediting the full Price to the Issuer's bank account at the Kanga Exchange;
- 2) for the Issuer, as part of the IEO process – the moment of crediting the Token Holder's account by the Issuer with the number of the Tokens purchased

4. The price will be paid in virtual currencies offered and available for tokenization at the Kanga Exchange. The Issuer reserves the right to amend the Rules and Regulations in the scope of the manner of transferring the Price or indicating new ways of transferring the Price.

§ 7.

Representations

1. By accepting the Rules and Regulations, the Token Holder hereby submits, unconditionally and irrevocably, the statements and assurances listed in Appendix no. 1 to the Rules and Regulations.

2. The Token Holder, as the Token Buyer, declares that they are aware of the loss of the right to withdraw from the agreement due to the purchase of digital content, the delivery of which takes place before the expiry of the statutory deadline to withdraw from the agreement.

§ 8.

Apart from other obligations resulting from the provisions of law and the provisions of the Rules and Regulations, the Token Holder undertakes, in particular, to:

- 1) timely pay the Price to the Issuer;
- 2) strictly observe the Issuer's technical instructions to the extent necessary to release the Tokens;
- 3) bear the costs related to the performance of the subject matter of the Rules and Regulations (the concluded agreement) if they are not described as liabilities of the Issuer;
- 4) immediately present to the Issuer the data, statements and documents requested by the Issuer and which, in its opinion, will be necessary for the performance of the agreement concluded on the basis of the Rules and Regulations.

§ 9.

1. The Issuer declares that, according to the current state of technical knowledge, it has the necessary experience and qualifications, as well as economic, technical and personnel facilities for conducting the activity described in the Whitepaper, and that, on its side, there are no obstacles that could prevent the performance of the obligations resulting from the Rules and Regulations, with this not meaning that it ensures the Token Holders or guarantees that any plans or projects described in the Whitepaper will be conducted and completed in accordance with its assumptions.

2. The Issuer indicates that neither the Issuer, nor its advisors, or other persons who, directly or indirectly, participated in concluding the Rules and Regulations on the Issuer's side, have submitted any other representations and guarantees to the Token Holders other than those specified in the Rules and Regulations directly or indirectly, and, therefore, the Token Holders are not entitled to refer to any other representations or guarantees than those indicated directly in the Rules and Regulations.

§ 10.

1. The Issuer undertakes to:
 - 1) issue the Tokens in a timely manner, in accordance with the assumptions referred to in sec. 2 below;
 - 2) perform the services described in the Rules and Regulations;
2. Tokens will be issued to the virtual portfolio at the Kanga Exchange platform.

§ 11.

1. The equivalent of the Price should be paid in virtual currencies and, in such a case, it is effected using the functionality of the Kanga Exchange website. This may mean incurring additional costs related to the execution of the payment, according to the Kanga Exchange price list, and may involve the necessity to accept additional conditions for the execution of such a method of payment of the Price, which in its entirety remain outside the Issuer's control.
2. If the buyer fails to perform the obligation to pay the Price or pays incomplete Price, the Issuer may, in particular, but not exclusively:
 - 1) demand payment for its benefit of the total Price or the remainder of the total Price;
 - 2) withdraw from the agreement in accordance with § 14 of the Rules and Regulations, provided that the withdrawal does not affect other rights of the Issuer resulting from the content of the Rules and Regulations, and the Issuer is not obliged to perform any obligations resulting from the Rules and Regulations.
3. By accepting the Rules and Regulations, the Token Holder agrees to issue and receive invoices by electronic means.

§ 12.

1. The Parties to the agreement concluded on the basis of the Rules and Regulations shall be liable for the proper performance of the Agreement on the general principles referred to in Article 471 of the Civil Code, subject to the provisions of this paragraph.
2. The Issuer's obligations provided for in §5 of the Rules and Regulations shall be treated as obligations to exercise due care and due diligence expected for this type of relations. Under no circumstances may the Issuer's liability be assessed on the basis of the provisions and rules concerning the performance of result obligations.
3. The Issuer shall be not liable for non-performance or improper performance of the agreement due to:
 - 1) the occurrence of events having the source in applying the decentralized registers technology and related to blockchain operation;
 - 2) the occurrence of events resulting from actions or omissions of third parties, in particular, public administration bodies, in the broadest sense possible, including changes in the provisions of law or their interpretation;
 - 3) any actions or omissions in its performance by the Token Holder, in particular, improper use of the Issuer's instructions in the scope of handling Tokens or non-implementation or improper implementation of the ICT application used for their operation, security, or instructions provided by the Issuer, unless such events have occurred as a result of intentional actions of the Issuer;
 - 4) actions or omissions of third parties, in particular, if, as a result of such acts or omissions, the forfeiture of Tokens or other assets held in digital form to which the provisions of the Rules and Regulations refer has taken place.
4. By accepting the Rules and Regulations, the Token Holder acknowledges that the processes of issuing and selling Tokens are processes based on the use of innovative technologies, the application of which involves specific risks, and that the position of state authorities in relation to the use of the above-mentioned technologies is subject to dynamic changes,

and that there is no uniform jurisprudence or interpretation line in this scope, and consequently, he or she agrees to totally release the Issuer from liability for the events listed in this paragraph and waives all claims and rights against the Issuer to which he or she is entitled or may be entitled in the future.

5. The Issuer's liability under warranty shall be excluded to the fullest extent permitted by generally applicable laws. The Issuer shall not be liable for indirect damage and lost profits.

6. By accepting the Rules and Regulations, the Token Holder releases the Issuer, the Issuer's representatives, its contractors, representatives, agents, advisors, partners and employees to the fullest extent permitted by the generally applicable laws from all claims, damage, losses and expenses resulting from the events described in this paragraph, including claims that could originate from third parties.

§ 13.

1. Within the meaning of the Rules and Regulations, force majeure is the event that is:

1) widespread,

2) external,

3) extraordinary,

4) impossible to be prevented by the parties (the parties to the agreement concluded on the basis of the Rules and Regulations) and, at the same time, that is objectively impossible to be prevented, with the utmost diligence by either party, including, in particular, but not limited to:

a) war,

b) riots,

c) general strikes,

d) natural disasters,

e) pandemics, epidemics,

f) amendments to the standards of generally applicable law or their interpretation by the competent authorities (regardless of the jurisdiction) affecting the performance of the subject matter of the agreement,

g) discontinuation or significant reduction in the functioning of the blockchain network specific to Tokens.

2. The Issuer shall be exempt to the fullest extent from liability for non-performance or improper performance of the subject matter of the agreement concluded on the basis of the Rules and Regulations, to such extent that it has occurred as a result of a documented force majeure event.

3. The occurrence of force majeure shall not affect the very existence of financial liability of the parties to the agreement concluded on the basis of the Rules and Regulations, provided for in the Regulations, but only the date of its performance.

§ 14.

4. The Issuer, without prejudice to the provisions of law and other provisions of the Rules and Regulations, may withdraw from all or part of the agreement concluded on the basis of the Rules and Regulations, in the case of a delay in the payment of the Price, in whole or in part, exceeding 14 (fourteen) days.

5. The Issuer, without prejudice to generally applicable laws and other provisions of the Rules and Regulations, may terminate the agreement concluded with the purchaser of Tokens on the basis of the Regulations, with immediate effect, without notice, in the case of:

- 1) the occurrence of circumstances preventing or limiting the free performance by the Token Holder of the obligations resulting from the Rules and Regulations;
- 2) any of the declarations made by the Token Holder, contained in Appendix no. 1 to the Rules and Regulations proving to be untrue,
- 3) a gross violation by the Token Holder of the Rules and Regulations, provided that he or she is requested to provide explanations, stop certain actions or remedy the consequences thereof, and that he or she is set a time limit for that not shorter than 7 (seven) days. The request referred to in the previous sentence should be sent in a document form.

§ 15.

6. Token Holders have the right to freely dispose of all Tokens owned by them, including their disposal, subject to circumstances for which the Issuer is not liable (e.g. in the case of blocking the account in the Kanga Exchange service, loss of access to the account at the Kanga Exchange, loss of a private key by the Token Holder, etc.) and subject to the following provisions of the Rules and Regulations.

7. The Token Holder has the right to transfer all of their rights and obligations resulting from the Rules and Regulations (agreement concluded on its basis) to third parties, but only by selling all or part of the Tokens to third parties.

8. The Token Holder undertakes that he or she will dispose of only the rights and obligations and will not assign partial rights, which means that only the transfer of all rights and obligations resulting from the agreement concluded on the basis of the Rules and Regulations is admissible, subject to the possibility of transferring only some of the Tokens owned and the corresponding rights and obligations (all of the rights and obligations). This also applies to any other activities than the transfer of legal acts, the result of which may be the entry of a third party into the creditor's rights or the acquisition by a third party of the creditor's rights, in particular, although not exclusively, as a result of a surety, repayment of the debtor or pledge.

9. The Issuer has the right to transfer all or part of the rights and obligations resulting from the Rules and Regulations to other entities, to which the Token Holder agrees.

§ 16.

10. The Issuer reserves the right to amend the Rules and Regulations during the term of the IEO Process. Any amendments and supplements to the Rules and Regulations, termination of the agreement concluded by their acceptance and statements or notifications made by the Issuer on its basis, with the exception of those expressly mentioned in the provisions of the Rules and Regulations, require notifying the Token Holder of such changes in the document form or at the Issuer's website: www.percentwhisky.com. The Issuer also reserves the right to withdraw a part of Tokens from the available undistributed pool at the Kanga Exchange and to change their destination, function and manner of distribution (e.g. through distribution via other channels, including through its own internet shop), at the same time without infringing the rights previously obtained by the Token Holders.

11. If any provision of the Rules and Regulations proves to be invalid or cannot be implemented due to mandatory provisions of law, the parties to the agreement concluded on their basis shall make changes to the Rules and Regulations in good faith in a manner reflecting the findings of the parties, and in accordance with the requirements of the applicable law.

12. If any provision of the Rules and Regulations proves to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the invalid provision did not exist.

13. The Rules and Regulations shall be governed by and construed in accordance with the Polish law.

14. The Rules and Regulations shall be subject to the jurisdiction of the Polish courts.

15. The provisions of the Rules and Regulations, including this paragraph, shall be without prejudice to the provisions of consumer law, in particular, the basic principles of consumer protection, if an authorised body would consider their application as appropriate for the Rules and Regulations.

16. Any disputes that may arise between the Token Holder and the Issuer in connection with the agreement concluded on the basis of the Rules and Regulations shall be settled by:

1) if the Token Holder is not a Consumer or an Entrepreneur with consumer's rights – by a court having jurisdiction over the registered office of the Issuer;

2) if the Token Holder is a Consumer or an Entrepreneur with consumer rights – by a court having jurisdiction over the place in accordance with generally applicable laws.

17. If the Token Holder is a Consumer, all disputes arising out of the Rules and Regulations may be settled by mediation or through the EU ODR online platform available at <http://ec.europa.eu/consumers/odr/>.

18. Personal data of the persons participating in the IEO Process are processed on the terms described in Appendix no. 3 to the Regulations: 'Information on the processing of personal data'.

19. The Appendixes to the Rules and Regulations constitute an integral part hereof.

List of Appendixes to the Regulations:

Appendix no. 1 – Representations and warranties of the buyer of Tokens;

Appendix no. 2 – Information on the processing of personal data.

Appendix No. 1 to the Regulations – Representations and warranties of the buyer of Tokens

A person who purchases Tokens and accepts the Rules and Regulations represents and warrants to the Issuer that:

1. they are not citizens of the United States of America, the People's Republic of China or any other country whose law limits or prohibits participation in the processes which are collectively and commonly referred to as Token Offering or token sale;

1. they act in their own name and on their own behalf, and, in particular, they do not act for the benefit of a person or entity who is a citizen or tax resident of the United States of America, the People's Republic of China or any other country whose law limits or prohibits participation in the processes collectively and commonly referred to as Token Offering or token sale;

2. they have full capacity to perform acts of law within the meaning of the provisions of Polish law, or in the light of the laws of the Country of which he or she is a citizen.

3. if they act as representatives or agents of an entity acquiring the Tokens, they are properly and effectively authorised to accept the Rules and Regulations and, at every stage of performance of the agreement concluded on the basis of the Rules and Regulations, they will be able to document the authorisation on the basis of a written authorisation, or on the basis of an extract from the register of activity of the relevant country concerning the entity on whose behalf they operate,

4. they acknowledge and accept that the Rules and Regulations and other statements from the Issuer do not constitute a public offering, and that the agreement concluded on the basis of the Rules and Regulations is not concluded in connection with any public offering;

5. they acknowledge and accept that Tokens are not:

1) financial instruments within the meaning of Article 2(1) of the Act of 29 July 2005 on trading in financial instruments;

2) participation units or investment certificates within the meaning of the provisions of the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds;

3) retail collective investment products within the meaning of Article 4. of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on documents containing key information on retail collective investment products and insurance investment products (PRIIP) and is not covered by the legal regulations guaranteed by the State;

6. they acknowledge and have been informed that the IEO Process is not:

1) a public offering within the meaning of Article 3(1) of the Act of 29 July 2005 on Public Offering and Terms of Introducing Financial Instruments to Organised Trading and on Public Companies or a similar one;

2) the activity of managing alternative investment funds within the meaning of Article 1a of the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds or a similar one;

3) investment funds management activity within the meaning of the provisions of the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds or a similar one;

4) the activity performed by an investment fund (open investment fund, closed investment fund or specialised open investment fund) or the activity performed by an alternative investment fund within the meaning of Article 2 letter 10a of the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds or a similar one;

- 5) the activity performed by an alternative investment company within the meaning of Article 8a of the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds or a similar one;
- 6) the activity of a pension fund within the meaning of Article 2(1) of the Act of 28 August 1997 on the Organisation and Operation of Pension Funds or a similar one;
- 7) insurance or reinsurance activity within the meaning of Article 4(1) and (2) of the Act of 11 September 2015 on Insurance and Reinsurance Activity or a similar one;
- 8) banking activity involving, among others, the activities referred to in Article 5(1) or Article 6 of the Banking Law of 29 August 1997 or a similar one;
- 9) outsourcing activity in the scope of banking operations, activities of investment funds or insurance or reinsurance companies within the meaning of the relevant provisions of general law or a similar one;
- 10) the activity within the scope of trading in financial instruments within the meaning of the Act of 29 July 2005 on Trading in Financial Instruments or a similar one;
- 11) the activity consisting in the provision of payment services within the meaning of Article 3 of the Act of 19 August 2011 on Payment Services or a similar one;
- 12) other regulated, rationed or licensed activity, in particular the activity requiring a licence, permit, authorisation, notification, concession, entry in the register of regulated activities or any other consent of third parties being public administration bodies, within the meaning of the relevant provisions of Polish law;

and, furthermore, that the Issuer:

- 1) does not conduct any activity consisting in collecting funds of other natural persons, legal persons or organisational units without legal personality, for the purpose of granting loans, cash loans or encumbering such funds with any risk in another way, and that it will not undertake such activity;
- 13) does not conduct any activity consisting in investing in securities, money market instruments or other property rights, assets of natural persons, legal persons or organisational units without legal personality, collected by way of a proposal to conclude the Rules and Regulations, the subject matter of which is participation in that undertaking and that it will not undertake such activity;

Additionally, the buyer of Tokens declares that:

1. they acknowledge and accept that they will not be entitled to issue instructions to the Issuer regarding the use of the Price as well as the course of the Issue or the Undertaking;
7. they acknowledge and accept that the entity solely authorised to decide on the use of the Price is the Issuer and is, therefore, not entitled to issue instructions or the like to the Issuer in this respect;
2. acknowledges that, from the moment of issue, the Token cannot be presented to the Issuer for its repurchase outside the cases described in the Rules and Regulations;
3. they have familiarised themselves with the Whitepaper, including the Issuer's activity, as well as any reservations described in the Whitepaper, as well as they have obtained all the information and data which are necessary for them and which they consider sufficient to decide whether to accept the Rules and Regulations and accept the obligation to transfer the Price to the Issuer;
4. they have taken an independent and unlimited decision to accept the Rules and Regulations, as well as they have accepted the obligation to transfer the Price to the Issuer;

5. they are informed and aware that the Issuer does not guarantee that holding the Token will bring results, outcome or economic benefits expected by the Token Holder.
6. they confirm that the Issuer have not ensured or guaranteed that the results, outcome or economic benefits from holding the Tokens expected by the Token Holder will be achieved;
7. they are aware that the implementation of the plans and projects described in the Whitepaper and the Rules and Regulations may not bring results due to actions of state authorities, including actions aimed at limiting or excluding the possibility of issuing Tokens;
8. they acknowledge and accept that the Issuer and the entities acting on its mandate and cooperating with it will act in good faith in order to implement plans and projects described in the Whitepaper; however, it is possible that the plans and projects will not be implemented or will be implemented only in part;
9. they acknowledge and accept that presenting Tokens to the Issuer in a conventionalized form and within the time limit provided for in the Rules and Regulations may be necessary to obtain Cashback from the Issuer, and therefore that the transfer of Token to a third party, under any legal or factual title, or its loss, including as a result of circumstances of a technical nature, may result in the loss of rights as part of the issue of Tokens;
10. they acknowledge and accept that by entering into the agreement pursuant to the Rules and Regulations, they do not accede to the Issuer's company, do not form the Issuer's company, nor acquire any corporate rights in the Issuer's company, nor establish any legal relationship with the Issuer of a similar nature, including a civil law partnership or a joint venture;
11. they acknowledge and accept that the Issuer may, but does not have to conclude similar agreements to this Agreement with third parties in the future;
12. they have knowledge and experience in the scope of investing, which has enabled them to make an informed and voluntary decision on participation in the IEO Process and of related risks;
13. they acknowledge and accept that the conclusion of the agreement on the basis of the Rules and Regulations may have a tax effect, and the Issuer does not, in any way, undertake to indicate the tax consequences of concluding the agreement, nor, let alone, to pay any taxes, as such obligation rests solely on the person acquiring the Tokens;
14. the funds earmarked for the Price come from legitimate sources, which fact is assured by them and the legality of such funds is guaranteed by them to the Issuer;
15. they are solvent and have the necessary financial resources for the performance of the agreement;
16. there are no obstacles on their side to the conclusion and performance of the agreement concluded on the basis of the Rules and Regulations;
17. they are natural persons and married persons, they ensure and declare that their spouses have consented to the acceptance of the agreement concluded on the basis of the Rules and Regulations, and do not raise any objections in this respect in line with the Articles 36¹ and 37 of the Act – Family and Guardianship Code;
18. they are in no arrears in payments to public administration bodies, in particular, but not exclusively, arrears towards tax offices, Social Insurance Institution or customs offices;
19. there are no judicial, enforcement, administrative or protective proceedings pending in which they would participate, and which could adversely affect the performance of their obligations as described in the Rules and Regulations, in particular, the payment of the Price;
20. they have full capacity to perform acts in law within the meaning of Polish legal standards, which has not been limited by way of a final court decision.

Appendix no. 2 to the Rules – Information on the processing of personal data

INFORMATION ON DATA PROCESSING

This document describes in detail the rules for the processing of personal data in connection with the IEO Process of PWT Token.

The controller of your personal data is:

PERCENT Spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia: 81-391 Gdynia, ul. Świętojańska 43/23, the Company entered in the National Court Register under number 0000899340 by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, REGON (Business identification number): 388856217, NIP (Tax identification number): 5862369013, share capital PLN 5,000.00, website address: <https://www.percent.com.pl/>, e-mail address: office@percent.com.pl

Your personal data are processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ('GDPR') and the Act of 18 July 2002 on the Provision of Services by Electronic Means.

For what purpose and on what basis do we process your data?

We process your data for the following purpose and on the following basis:

- in order to perform the agreement concluded on the basis of the IEO Process of PWT Token Rules and Regulations, and to perform all the obligations, including the Issuer's performances and to contact you in connection with the performance of the agreement – Article 6(1)(b) of the GDPR
- in order to fulfil the legal obligation imposed on the controller, i.e. fulfilment of tax and accounting obligations, if there are any settlements between the Controller and you – Article 6(1)(c) of the GDPR.
- for the purpose of conducting the analysis of network traffic, direct marketing, including direct marketing of third parties, in order to display behavioural advertising on the basis of Article 6(1)(f) of the GDPR.

If you contact us via e-mail address indicated above, you provide us with your personal data, such as e-mail, bank account number, but also other data included in the correspondence, in particular the name, e-mail address. Providing the data is voluntary, but necessary to maintain contact. Your data are processed in this case for the purpose of contacting you, and the basis for processing is Article 6(1)(f) of the GDPR, i.e. the legitimate interest. The legal basis for the processing after the discontinuance of the contact is also the justifiable interest in the form of archiving correspondence in order to ensure that certain facts can be demonstrated in the future (Article 6(1)(f) of the GDPR).

The data will be stored for the entire period necessary to perform the agreement. After that time, we will process the data until the expiry of the limitation period for claims resulting from the agreement concluded on the basis of the Rules and Regulations. In this respect, we base on the legitimate interest referred to in Article 6(1)(f) of the GDPR, which interest involves archiving information for a possible ascertainment, pursuing or defending against claims.

The content of the correspondence and the agreement can be archived and we cannot unambiguously determine when it will be deleted. You may request its deletion, unless its archiving is justified due to the interests of the Controller and its overriding interests, e.g. defending against potential claims on your part.

Transmission of data to other entities

Your data will not be transferred to third countries or international organisations. On the other hand, you need to know that when you participate in the IEO Process, you have provided your data to entities established outside the European Union. The condition for participating in the IEO Process is to have an account in the Kanga Exchange service, the Operator of which is based in Belize.

Your data will be transferred and processed by entities with whom we cooperate in the scope of handling the IEO Process and the controller's website, i.e. the hosting provider who stores data on the server; the supplier of the mailing system where your data are stored, the provider of the system for invoicing and the accounting office (if there are financial settlements between us), the entity providing technical maintenance services, subcontractors to whom we provide access for the purpose of proper settlement of the agreement and any issues related to the IEO.

Source of data and categories of data concerned

We would like to inform you that your data such as: first and last name and e-mail address can be provided to us by Good Solution Investments Limited, Cromwell House, Ground-Floor, 117 Albert Street, Belize City, Belize – the operator of the Kanga Exchange service or the Kanga Exchange service Partners: TRDX sp. z o.o. with its registered office in Gdańsk, entered into the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk under the KRS (National Court Register) number: 0000512705, registered office address: ul. Uphagena 18, 80-237 Gdańsk, NIP (Tax identification number): 5842736023, and BSSIP LTD, a company incorporated under the laws of the United Kingdom registered in the Companies House, Company number: 11534627, the address: 220C Blythe Road, W14 OHH London, Great Britain.

Are the data subject to profiling?

Your data will not be subject to profiling. Profiling is automated processing of personal data to assess the personal factors of a natural person and, in particular, analyse or forecast aspects concerning work results, economic situation, health, personal preferences or interests, reliability or behaviour, location or movement of the data subject – if it produces legal effects in relation to that person or significantly influences the person. We use tools for automatic data processing or for collecting certain information about users and analysing them, but this does not have any legal consequences for the Users.

Your rights regarding the processing of personal data

In connection with the processing of your personal data, you have the right to: access your data and receive copies thereof, the right to rectify (correct) your data, the right to erase, the right to restrict the data processing, the right to object to the data processing, the right of data portability, the right to withdraw consent to the processing of your personal data, if you have previously given such consent, the right to lodge a complaint with the supervisory authority.