

GPWIN TERMS AND CONDITIONS

1. GPWIN

1.1 Winterfell is selling by way of a Smart Contract a number of non-fungible tokens each of which represents the right to receive the Individual GPWIN Proportion of the Gross Proceeds subject to and in accordance with these Terms and Conditions (with each such non-fungible token being a "GPWIN").

1.2 Once Winterfell has issued a GPWIN by way of a Smart Contract, the right to receive the Individual GPWIN Proportion of the Gross Proceeds subject to and in accordance with these Terms and Conditions cannot be separated from or dealt with separately from the GPWIN that represents those rights.

1.3 Winterfell agrees that it is bound by these Terms and Conditions and shall comply with them in all respects at all times.

1.4 Each GPWIN Owner agrees that immediately upon receipt of one or more GPWINs into its Digital Wallet it shall be bound by these Terms and Conditions and shall comply with them in all respects at all times including in its capacity as Buyer and/or Seller and/or GPWIN Owner from time to time, as appropriate.

1.5 Each GPWIN Owner may freely sell any number of GPWINs that it owns to a willing Buyer on a peer-to-peer basis in accordance with these Terms and Conditions at any time prior to the final judgement or settlement of the Claim and collection of the Gross Proceeds by the Escrow Agent.

1.6 No GPWIN Owner shall knowingly sell, assign or transfer any GPWIN to an Interested Party or an Affiliate of an Interested Party and no such Interested Party(ies) is/are permitted to be a Buyer of GPWINs, or otherwise directly or indirectly hold or own any GPWIN.

2. BUYER RIGHTS

2.1 The Buyer and the Seller acknowledge and agree that each Sale will be executed by way of a Smart Contract.

2.2 All legal and beneficial interest, risk and title in the Sale GPWINs and the economic rights attached to them shall pass to the Buyer free from Encumbrances immediately upon transfer of the Sale GPWINs to the Buyer's Digital Wallet pursuant to a Smart Contract.

2.3 Save for the Purchase Price paid in respect of a Sale, no Buyer or GPWIN Owner shall have any liability whatsoever for any costs, fees or other liabilities associated with the Claim or Winterfell, including but not limited to, the funding or management of the Claim and any liability and/or costs associated with such funding or management, or the status of or any events in relation to Winterfell.

3. GROSS PROCEEDS

3.1 Upon a final judgement or settlement in respect of the Claim being issued, the Parties agree that any and all Gross Proceeds shall be enforced, collected and distributed exclusively by the Escrow Agent for and on behalf of all owners the Gross Proceeds rights, including each GPWIN Owner, and such Gross Proceeds shall be paid to each owner of the Gross Proceeds rights, including each of the GPWIN Owners, exclusively by the Escrow Agent (either directly or through a third-party service provider appointed by the Escrow Agent).

3.2 Each GPWIN Owner agrees that the Escrow Agent (either itself or through a third-party service provider appointed by the Escrow Agent) is hereby instructed to convert the Owner's Portion of the Gross Proceeds into USDC and to transmit the relevant amount of USDC to the Owner's Digital Wallet pursuant to a Smart Contract (or such other secure arrangement as the Escrow Agent deems appropriate in the circumstances).

3.3 Each GPWIN Owner agrees that its entitlement to the Owner's Portion of the Gross Proceeds shall be exclusively paid by the Escrow Agent, either directly or through a third-party service provider appointed by the Escrow Agent.

3.4 For the avoidance of doubt, upon a final judgement or settlement in respect of the Claim being issued and the collection of the Gross Proceeds, in no circumstances shall a GPWIN Owner be entitled to receive more than the Owner's Portion of the Gross Proceeds.

3.5 Each GPWIN Owner acknowledges and agrees that Winterfell shall not be involved in the collection, distribution or payment of the Owner's Portion of the Gross Proceeds, which shall be done exclusively by the Escrow Agent, and the GPWIN Owner shall receive such payment from the Escrow Agent in accordance with these Terms and Conditions.

4. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Buyer and Seller of Sale GPWINs hereby represents and warrants to the other as at the completion of the relevant Sale as follows:

(a) Where relevant, it is duly organised, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) It has the power and has obtained any necessary authority and consents to execute and perform its obligations under these Terms and Conditions and it does not require the consent, approval or authority of any other person to enter into or exercise its rights or perform its obligations under these Terms and Conditions.

(c) It has read and understood these Terms and Conditions and the White Paper.

(d) It has sought and obtained such legal and other advice on these Terms and Conditions as it deems necessary.

(e) It is not subject to any contractual, governance or other restriction or obligation that would be violated by the execution and performance of the relevant Sale.

(f) It is not an Interested Party or an Affiliate of any Interested Party.

5. SPECIFIC REPRESENTATIONS AND WARRANTIES

5.1 Only Winterfell (and not the Buyer, Seller or any GPWIN Owner) hereby represents and warrants to the GPWIN Owners as follows:

(a) The sale of GPWINs are free from any Encumbrance or any agreements or arrangements that have a similar or analogous nature or effect.

(b) Winterfell is the creator of the GPWINs and it has the power and has obtained any necessary authority and consents to create the GPWINs and to execute and perform its obligations under these Terms and Conditions and it does not require the consent, approval or authority of any other person to create the GPWINs or to enter into or exercise its rights or perform its obligations under these Terms and Conditions.

(c) Each GPWIN represents the right to receive the Individual GPWIN Proportion of the Gross Proceeds (subject to and in accordance with these Terms and Conditions) and Winterfell has issued such GPWINs on the blockchain by way of a Smart Contract.

(d) Save for the creation and issuance of the GPWINs as described at Paragraph 5.1(a), it has not dealt with the Individual GPWIN Proportion of the Gross Proceeds in any other way.

(e) The Disclosed Documents constitute all the documents in Winterfell's possession that are, in Winterfell's reasonable opinion, materially relevant to the Claim.

(f) Until such time that a final judgement or settlement in respect of the Claim has been issued and the Gross Proceeds have been collected by the Escrow Agent, it shall make available on the Winterfell Website material updates and material new information in relation to the Claim that it is aware of from time to time to the extent legally permissible and practicable, and provided that Winterfell shall not be obliged to share any such information where doing so could, in Winterfell's reasonable opinion, prejudice the Claim.

5.2 The Seller of GPWINs hereby represents and warrants to the Buyer of those GPWINs that the Sale GPWINs are free and clear of any Encumbrance or any agreements or arrangements that have a similar or analogous nature or effect.

5.3 The Buyer of GPWINs hereby represents, warrants and covenants to all other GPWIN Owners as at completion of the Sale and all other persons who become GPWIN Owners from time to time as follows:

(a) The Buyer will not intentionally or knowingly take or cause any action that could reasonably be expected to be considered an interference with the Claim, or which could reasonably be expected to adversely affect the Claim or the recovery of the Gross Proceeds.

(b) The Buyer will not interfere with, request or attempt to require any party to take any action in relation to the conduct of the Claim;

(c) The Buyer will not contact any Interested Party and will never knowingly sell any of its GPWINs to any Interested Party.

(d) The Buyer shall respect and adhere to the confidentiality restrictions imposed by any tribunal or court in relation to the Claim to the extent that such restrictions apply to GPWIN Owners.

(e) The Buyer is not relying on any representation, warranty, undertaking or promise other than those expressly stated in these Terms and Conditions.

6. LIMITATION OF LIABILITY

6.1 Nothing in these Terms and Conditions shall limit or exclude any Party's liability that cannot legally be limited, including fraud or fraudulent misrepresentation.

6.2 Subject to Paragraph 6.1 above, no Party shall under any circumstances whatsoever be liable to another Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise:

(a) for any loss of profit or any indirect or consequential loss arising under or in connection with any Sale or these Terms and Conditions; and

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(b) for any losses arising due to the acts or omissions of another Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

7. RESTRICTIONS ON DEALING

7.1 Each GPWIN is an inseparable bundle of rights that includes the right to receive the Individual GPWIN Proportion of the Gross Proceeds subject to and in accordance with these Terms and Conditions.

7.2 Accordingly, GPWIN Owners cannot sell, assign, transfer, Encumber or otherwise deal with the Owner's Portion of the Gross Proceeds (or purport to do so) separately from the GPWINs that represent the right to receive such Gross Proceeds subject to and in accordance with these Terms and Conditions.

7.3 The GPWIN Owners shall not grant any security interest or other Encumbrance over or hold on trust any GPWINs or any of its rights or obligations under these Terms and Conditions.

8. MISCELLANEOUS PROVISIONS

8.1 **Common Interest Privilege** - The Parties have common legal interests and a desire to enforce and collect on the Claim. The Parties intend that their exchange pursuant to these Terms and Conditions and any transactions contemplated herein of information regarding the Claim, and any communications between them and their attorneys concerning the Claim, be protected against disclosure under the common interest privilege, Rule 501 of the U.S. Federal Rules of Evidence (to the extent such rule or comparable rule is applicable), and/or as a result of the attorney-client privilege, the attorney work product doctrine, and other applicable privileges and rules of confidentiality. The GPWIN Owners shall not waive or attempt to waive any applicable privileges or protections.

8.2 **Dispute Resolution** - Any dispute arising out of or in connection with these Terms and Conditions, the White Paper and/or any Sale, including any question regarding the existence, validity or termination of these Terms and Conditions, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Paragraph 8.2. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms and Conditions shall be English law.

8.3 **Governing Law and Jurisdiction** - These Terms and Conditions and any non-contractual obligations arising in connection with them (and, unless provided otherwise, any document entered into in connection with them) shall be governed by and construed in accordance with English law.

8.4 **Entire Agreement** - These Terms and Conditions shall constitute the entire agreement between the Parties, superseding all prior written and oral communication. Each Buyer acknowledges that in agreeing to be bound by these Terms and Conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or in the White Paper.

8.5 **Severability** - Should any part of these Terms and Conditions be rendered or declared invalid by a court or arbitration panel of competent jurisdiction, such invalidation of such part or portion of these Terms and Conditions should not invalidate the remaining portions thereof and they shall remain in full force and effect.

8.6 **Third Party Rights** - The Parties do not intend any third party to have the right to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.

8.7 **Successors** - These Terms and Conditions shall be binding on and inure for the benefit of the successors and permitted assigns of the Parties in accordance with these Terms and Conditions.

9. DEFINITIONS

"**Affiliate**" means, with respect to a Person, any other Person:

(a) directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with the former Person; or (b) owning or twenty-five percent (25%) or more of such former Person (directly or indirectly) or owned twenty-five percent (25%) or more by such former Person (directly or indirectly).

"**Assignment**" means the assignment in relation to the Claim as set out on the Winterfell Website.

"**Buyer**" means a person buying one or more Sale GPWINs from a Seller.

"**Claim**" means the claim against, amongst others, Tasarruf Mevduati Sigora Fonu and Motorola Solutions Credit Company LLC (formerly known as Motorola Credit Corporation) as set out in the Assignment.

"**Claimants**" means Murat Hakan Uzan and Cem Cengiz Uzan.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise and "**Controlling**" or "**Controlled**" shall be construed accordingly.

"**Digital Wallet**" means a hardware-based or software-based digital wallet used to store private keys enabling access to, and sending and receiving, cryptocurrencies and other digital assets.

"**Disclosed Documents**" means the documents referred to in the Assignment and all appendices, schedules, and exhibits (or any similar term) attached to or referenced within those documents.

"**Encumber**" means to put in place, agree to put in place or purport to put in place any Encumbrance.

"**Encumbrance**" means a mortgage, charge, pledge, lien, option, right of pre-emption, reservation of title or other encumbrance or any other form of right, interest, preference, security, encumbrance of any nature in favour of a third party or any agreement, arrangement or obligation to create any of them.

"**Escrow Agent**" means Feral-Schuhl/Sainte-Marie, a law firm in France with registered address at 24, rue Erlanger 75016 Paris.

"**GPWIN**" has the meaning given to it in Paragraph 1.1 of these Terms and Conditions.

"**GPWIN Owner**" means the legal and beneficial owner from time to time of one or more GPWINs.

"**Gross Proceeds**" means any and all gross amount(s), gross proceeds and/or gross recoveries (including, without limitation, any non-cash assets or property) finally awarded or finally settled (without a right of appeal or judicial review) in respect of the Claim or arising out of and relating to, the Claim that are finally recovered, collected and received.

"**Individual GPWIN Proportion**" means such proportion of the Gross Proceeds, so that 169,000 GPWINs will represent, in aggregate, the right to receive 1% of the Gross Proceeds.

"**Interested Party**" means the Claimants or any of the defendants or counterparties in respect of the Claim.

"**Owner's Portion of the Gross Proceeds**" means the portion of the Gross Proceeds that a GPWIN Owner shall have the right to receive by virtue of its aggregate ownership of GPWINs upon a final judgement or settlement in respect of the Claim being issued and the collection of the Gross Proceeds by the Escrow Agent.

"**Parties**" means Winterfell and the GPWIN Owners together.

"**Purchase Price**" means the price that the Buyer and Seller have agreed on a peer-to-peer basis that the Buyer shall pay to the Seller for the relevant Sale GPWINs.

"**Sale**" means the sale of the relevant Sale GPWINs on a peer-to-peer basis subject to and in accordance with these Terms and Conditions by the Seller to the Buyer for the Purchase Price.

"**Sale GPWINs**" means the GPWINs owned by a Seller that it has agreed to sell to a Buyer. By way of illustrative example, if a Seller owns 100 GPWINs and agrees to sell only 20 (out of 100) GPWINs to a Buyer on a peer-to-peer basis and subject to these Terms and Conditions, those 20 GPWINs will be the Sale GPWINs for the purpose of these Terms and Conditions.

"**Seller**" means a GPWIN Owner that sells one or more Sale GPWINs to a Buyer.

"**Smart Contract**" means the code and algorithm deployed on the blockchain that is necessary to transfer Sale GPWINs from one Digital Wallet to another Digital Wallet.

"**Terms and Conditions**" means these terms and conditions.

"**USDC**" or "**USD Coin**" means the digital stable coin that is pegged to the United States dollar and is managed by a consortium called 'Centre'.

"**White Paper**" means the white paper relating to the GPWINs as published on the Winterfell Website.

"**Winterfell**" means Grundbulten 110689 AB unä Winterfell SPV AB, a Swedish company, with organisation number 559384-4938 and with registered office at Tegnérgatan 39 111 61 Stockholm, Sverige.

"**Winterfell Website**" means the website at the web address www.gpwin.io.