

June 11, 2018

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By E-mail and FedEx

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Alessandro Mazzi
Apollo Currency
4001 S. Shary Road
Suite 300
Mission, TX 78572

Re: Apollo Currency's Violation of Jelurida Swiss S.A's Copyright and Other Federal Laws

Dear Mr. Mazzi:

We write on behalf of Jelurida Swiss SA ("Jelurida") regarding Apollo Currency's violations of Jelurida's copyright in its Nxt blockchain platform and other violations of federal law. We hereby demand that you cease all such unlawful activity and take the corrective actions set forth herein.

Apollo Currency ("Apollo") used the Nxt platform to build its privacy currency, as Mr. Steve McCullah explicitly acknowledged by email dated May 9, 2018, a copy of which is attached hereto at Exhibit A (the "May 9 email"). Jelurida makes Nxt available for such uses, provided that the user complies with the Jelurida Public License ("JPL."). Mr. McCullah's May 9 email demonstrates familiarity with the JPL, including the "10% airdrop" set forth in Section 3.4.1 and Special Conditions, Articles 1-3. Despite this familiarity, Apollo's use of Nxt fails to comply with several material terms of the JPL.

Specifically, Apollo has failed to keep intact all authorship and copyright notices in violation of Article 2.2 of the JPL. To the contrary, Apollo replaced the "About" dialog in its online wallet and completely and deliberately removed the Jelurida authorship and copyright notices. Moreover, Apollo has failed to release the source code for its software, despite having released binaries, and Apollo does not mention the 10% airdrop requirement that it explicitly acknowledged in its May 9 email. This exacerbates Apollo's removal of the copyright notices and makes it difficult to confirm and monitor Apollo's compliance with the airdrop requirement.

Article 5 of the JPL provides that no use of Nxt is allowed "except as expressly provided under this License" and that "[a]ny attempt otherwise to use, copy, modify, or propagate [Nxt] is void, and will automatically terminate your rights under this License." Unless Apollo complies with the material terms of the JPL, its use and propagation of Nxt will be unlicensed and therefore would infringe Jelurida's copyright. 17 U.S.C § 502 grants U.S. courts authority to grant injunctive relief on any such terms it deems necessary to restrain or prevent the infringement of a

copyright, and Jelurida reserves the right to seek such an injunction if Apollo does not respond appropriately to this letter.

Further, please note Apollo's actions also violate other federal laws. For example, both Apollo's website and its published "white paper" represent that Apollo developed the software underlying its currency when, in reality, Apollo is using the Nxt software that Jelurida spent over five years developing. This attempt to "pass off" a competitor's product as its own is a direct and actionable violation of Section 43(a) of the Lanham Act. Moreover, Apollo has falsely represented to the marketplace that its currency is "the most feature rich currency." This statement is clearly false and obviously designed to mislead consumers into choosing Apollo's currency, in violation of 15 U.S.C. § 52 and 15 U.S.C. § 1125.

To prevent the necessity of legal action, Jelurida demands that Apollo correct its illegal behavior by Friday, June 22, 2018. This would include, at a minimum:

- Restoring all of Jelurida's authorship and copyright notices in Apollo's online wallet and all other relevant spaces;
- Releasing the source code of Apollo's software;
- Confirming in its "white paper" and all ICO distribution materials that Apollo is complying with the 10% drop requirement of the JPL;
- Accurately describing Apollo's use of Nxt and the features of Nxt on which Apollo's products rely in all promotional literature, including on its website and in its "white papers"; and
- Removing all false advertising from the marketplace.

This letter is sent without waiver of any of Jelurida's rights, and Jelurida hereby reserves all of its rights and remedies it may have in connection with the issues set forth in this letter. Under no circumstances shall this letter be considered a final resolution of these issues and diminish, exclude or otherwise limit any remedies set forth in the JPL and/or under applicable law.

Sincerely,

K&L GATES LLP



Jeffrey C. Johnson