

## BITCANNA TOKEN SWAP TERMS AND CONDITIONS

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By entering into the Token Swap (as defined below) process on the website <https://wallet.bitcanna.io/> and/or accepting these terms and conditions, you hereby agree (i) to become a party to this agreement (the “**Agreement**”) and (ii) that your counterparty is **Contentum B.V.**, a private limited company incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), having its statutory seat in Schijndel, the Netherlands and offices in (5492 HW) Sint-Oedenrode, the Netherlands, at the address of Kerkdijk-Zuid 13b, registered with the Dutch chamber of commerce (*Kamer van Koophandel*) under number 68018924 (“**BitCanna**”).

You and BitCanna are hereinafter jointly referred to as “**Parties**”.

### RECITALS:

- A. BitCanna is engaged in the development of a project based on blockchain technology with the ultimate goal of setting up a decentralised project based on that development in which cryptographic tokens play a central part (the “**Project**”). The Project is further described in the whitepaper “*BitCanna WhitePaper v3*”, published on the BitCanna Website at the following URL: [https://www.bitcanna.io/wp-content/uploads/2019/09/BitCannaWhitePaper\\_versionMaltav3.pdf](https://www.bitcanna.io/wp-content/uploads/2019/09/BitCannaWhitePaper_versionMaltav3.pdf)
- B. BitCanna is in the process of transferring the Project’s current blockchain network to a new blockchain, which will be based on the Cosmos blockchain. During said process, holders of the current Bitcore/Dash-blockchain-based BCNA coins (the “**Old BCNA Coins**”) will be able to ‘swap’ c.q. exchange their Old BCNA Coins for the new, Cosmos-blockchain-based BCNA coins (the “**New BCNA Coins**”), this process is hereinafter referred to as: the “**Token Swap**”.
- C. You own Old BCNA Coins and want to swap said coins via the Token Swap for New BCNA Coins via the Website. This will be done and executed exclusively on the terms and conditions set forth in this agreement (this “**Agreement**”).
- D. You realise that the Project is very high-risk which means that, among other things but not limited to that, there is a significant risk for you that the Old BCNA Coins as well as the New BCNA Coins will (in the end) not represent any, or only very limited, actual (monetary) value, and that you specifically, but not limited to that:
  - i. do not have any opportunity to acquire shares or similar (property and/or equity) rights in BitCanna’s capital;
  - ii. will not obtain any control over or in the Project, BitCanna, or any other legal entity, in any form whatsoever;
  - iii. are not entitled to any (property) right regarding the (intellectual property rights with regard to the) Project in any form whatsoever, while BitCanna will not provide the Project’s source code to you, in any form whatsoever;
  - iv. realise that the Project’s development is not yet finalised which means that the Project may not be feasible for technical, economic, commercial or other reasons, in which case you do not have any right to compel BitCanna, or any other legal entity, to continue developing the Project;
  - v. realise that it is possible that New BCNA Coins cannot (in practice) be issued as a result of (changed) market conditions, (amended) legislation, (changed) points of view on the part of the regulators and/or for other reasons, so that it is not certain that you will



- actually obtain (any) New BCNA Coins via the Token Swap or otherwise, in which case you are not entitled to any compensation in any form whatsoever;
- vi. realise that the activities of BitCanna in connection with this Agreement are not regulated under the Dutch Financial Supervision Act (*Wet op het Financieel Toezicht*) or under the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*);
  - vii. acknowledge that the Old BCNA Coins and the New BCNA Coins are not securities (*effecten*), financial instruments (*financiële instrumenten*) and/or financial products (*financiële producten*), within the meaning of the Dutch Financial Supervision Act and no items or objects (*zaken*), within the meaning of the Dutch civil code (*Burgerlijk Wetboek*); and
  - viii. are not entitled to personally or via (a) class action(s) hold BitCanna, parties affiliated to her, its advisors, shareholders and/or its directors, liable for any damages arising out of and/or in connection with (the execution of) the Token Swap and/or this Agreement.
- E. In order to illustrate your (technical) knowledge of the status and functioning of blockchain-technology and the application thereof, you hereby acknowledge (that you realise), amongst other things but not limited thereto, that:
- i. blockchain is a new and largely unregulated form of interaction and doing business. Many jurisdictions have not yet adopted their legal systems to this up and coming application of technology. As a result of this, upcoming changes in legal systems and/or other circumstances may result in substantial changes in the blockchain application and/or the (execution of the) Project, which in turn may lead to (the complete) loss of (the value of) the Old BCNA Coins as well as the New BCNA Coins;
  - ii. once the Token Swap has successfully taken place, the New BCNA Coins are only accessible via a digital wallet. The wallet requires the means to store and access the seed phrase. If either the seed phrase or wallet is compromised this can result in the unrecoverable and permanent loss of the New BCNA Coins which are held in that wallet; and
  - iii. blockchain(technology) and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error and hack-free. Therefore, BitCanna and parties affiliated to her cannot give you and other parties like you any warranties regarding the errorless and hack-free functioning and performance of the blockchain networks on which the Project, the Old BCNA Coins and the New BCNA Coins are based and active.
- F. You realise and acknowledge that this Agreement does not constitute an offer or invitation to subscribe for or to purchase any securities nor solicit any investment in any jurisdiction. You agree to seek professional advice if you are in any doubt as to any aspect of this Agreement.

## **HAVE AGREED AS FOLLOWS:**

### **1. INTERPRETATION**

- 1.1. In this Agreement, definitions apply in their singular form as well as in their plural form.
- 1.2. The contents of the recitals in this Agreement form an integral part of what the Parties have agreed upon.

### **2. THE TOKEN SWAP**

- 2.1. The Token Swap will take place via the Website. You will provide BitCanna with your own newly created wallet address capable of receiving and holding the New BCNA Coins (Step 1). After providing said address, you must send your Old BCNA Coins to the specifically generated



deposit address that is provided to you by BitCanna (Step 2). Once the Old BCNA Coins are received by BitCanna on the provided deposit address, they will be exchanged 1:1 (one to one) for New BCNA Coins.

- 2.2. You are solely responsible for providing BitCanna with the complete and fully correct wallet address as well as entering and transferring the Old BCNA Coins to the correct deposit address as described in article 2.1 of this Agreement. BitCanna is not obligated in any form whatsoever to verify and/or check the wallet and/or deposit address(es) that you have provided and/or used, nor will she verify and/or check the transferring of the Old BCNA Tokens by you.
- 2.3. The way the Token Swap is executed and the moment of completion thereof is solely determined by BitCanna or a third party designated thereto by BitCanna.
- 2.4. BitCanna undertakes a best-efforts obligation in order to execute the Token Swap. However, due to (amongst other things, but not limited thereto) the fact that blockchain(technology) and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error and hack-free, BitCanna cannot give you and other parties like you any warranties regarding the errorless and hack-free functioning and performance of the Token Swap.

### **3. REPRESENTATIONS AND WARRANTIES FROM BITCANNA TO YOU**

- 3.1. By entering into this Agreement, BitCanna represents and warrants to you that:
  - i. BitCanna is a duly and legally incorporated private company under the laws of the Netherlands;
  - ii. BitCanna is not involved in any proceedings or disputes related to this Agreement or the Project; and
  - iii. entering into this Agreement does not constitute an attributable breach on the part of BitCanna with respect to one or more third parties.

### **4. REPRESENTATIONS AND WARRANTIES FROM YOU TO BITCANNA**

- 4.1. By entering into this Agreement, you represent and warrant to BitCanna that:
  - i. you are legally permitted under the laws applicable to you to enter into this Agreement and are capable to acquire, receive and hold the cryptographic tokens as described in this Agreement;
  - ii. you are not under the age of 18 (eighteen) years;
  - iii. you are entering into this Agreement on your own behalf only, whereas you are not representing anybody else in any form whatsoever;
  - iv. you are not involved in any proceedings or disputes related to this Agreement or the Project;
  - v. entering into this Agreement does not constitute an attributable breach on your part with respect to one or more third parties;
  - vi. the wallet addresses that you have provided to BitCanna are your own wallets, which are your own and sole possession. The wallets and its addresses are not from or used by anyone else or an exchange. You do not manage and/or use these wallets and their addresses for or on behalf of any other person than yourself;
  - vii. you are solely responsible for providing BitCanna with the correct wallet address(es) and accompanying details in order to execute the Token Swap, you are doing so on your own account and at your own risk;
  - viii. what has been included in the recitals of this Agreement is correct, while you are aware of the risks as described in the recitals of this Agreement;
  - ix. you are not entering into this Agreement for any investment, speculative or other financial purpose(s);



- x. you will comply with any applicable tax obligations in your jurisdiction arising from you entering into this Agreement; and
- xi. you are not a citizen of and/or do not have a (registered) address in Afghanistan, American Samoa, The Bahamas, Botswana, Cambodia, Canada, China, Democratic People's Republic of Korea (DPRK, North-Korea), Ethiopia, Ghana, Guam, Iran, Iraq, Libya, Nigeria, Pakistan, Panama, Puerto Rico, Samoa, Saudi Arabia, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, US Virgin Islands, United States of America (USA), Yemen.

## **5. WARRANTY**

- 5.1. BitCanna is not bound to give you any warranty, indemnity or a combination thereof regarding the Old BCNA Coins, the New BCNA Coins, BitCanna's network, the Project, (the execution of) this Agreement and/or any other respect in any form whatsoever.
- 5.2. By entering into this Agreement, you acknowledge and agree that you will not hold BitCanna, parties affiliated to her, its directors, its employees and/or any third party involved with the (creation of this) Agreement, the Token Swap and/or the Project liable for any and all damages caused by and/or related to this Agreement, the Token Swap and/or to the Project. You are not entitled to personally or via a class action hold BitCanna, affiliated parties, its directors, its employees and/or any third party involved with (the creation and/or execution of) this Agreement, the Token Swap and/or the Project liable or file for claims for any damages arising out of or in connection with this Agreement, the Token Swap and/or the Project.
- 5.3. By entering into this Agreement you acknowledge and agree that you will indemnify BitCanna, parties affiliated to her, its directors, its employees and/or any third party involved with (the creation and/or execution of) this Agreement, the Token Swap and/or the Project against (any) third-party claim(s), including but not limited to the claims, which arise from you entering into this Agreement and/or a breach of any or all warranties as described in article 4 of this Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. To the extent that you, jointly with BitCanna or with any other party, or solely conceive, develop or reduce to practice any new inventions, original works of authorship (copyrighted materials), developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which clearly relates to BitCanna's business or technology and/or has been created by you in the course of the performance of the Activities under this Agreement, you hereby assign all current and future rights, titles and interest to such intellectual property to BitCanna.
- 6.2. BitCanna is entitled to all intellectual property rights worldwide that arise from the activities and services provided by you under this Agreement. You will transfer these intellectual property rights to BitCanna in full and unconditionally and hereby agree beforehand that you will perform all (legal) actions required to complete such a transfer. Your obligation to assist BitCanna in that regard shall continue beyond the termination of this Agreement.
- 6.3. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright and/or other intellectual property right of BitCanna.

## **7. TERM AND TERMINATION OF THIS AGREEMENT**

- 7.1. This Agreement will terminate by operation of law once the Token Swap has been completed, which is solely determined by BitCanna or a third party designated thereto by BitCanna.



7.2. BitCanna is entitled to terminate this Agreement with immediate effect, and without any prior warning or due regard of any (termination) notice.

7.3. The obligations set forth in articles 1, 4, 5, 6 and 8 of this Agreement and shall survive the termination of this Agreement indefinitely.

## **8. OTHER PROVISIONS**

8.1. All the communications, notices and announcements under this Agreement must be made in writing.

8.2. This Agreement may only be amended or supplemented by BitCanna, in writing, without giving prior notice to you.

8.3. If a provision of this Agreement turns out to be void or non-binding, the Parties continue to be bound to the other provisions of this Agreement.

8.4. Notwithstanding the provisions in this Agreement, you hereby waive your rights to annul and/or dissolve this Agreement, or cause it to be annulled or dissolved, on any grounds whatsoever, including, but not limited to, pursuant to section 6:265 to section 6:272, and section 6:228 of the Dutch Civil Code that relate to the annulment or dissolving of this Agreement on account of an error or to apply to a court of law to annul or dissolve this Agreement. Furthermore, you waive your right to demand this Agreement to be amended on any grounds whatsoever including, but not limited to, pursuant to section 6:230(2) or section 6:258 of the Dutch Civil Code.

8.5. The rights and powers vested in you to rely on a settlement, setoff and/or suspension are excluded with the exception of the provisions in this Agreement in this regard.

8.6. The claims that may ensue from and/or in connection with this Agreement cannot be transferred by you without the prior written consent of BitCanna, this with effect under property law (*met goederenrechtelijke werking*) as defined in section 3:83(2) of the Dutch Civil Code.

8.7. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement, the Token Swap and/or the Project are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands.

8.8. Any disputes arising out of or in connection with this Agreement, the Token Swap and/or the Project, including regarding the existence or validity of this Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, the Token Swap and/or the Project, are subject to the sole and exclusive jurisdiction of the competent court in the district of Oost-Brabant, the Netherlands.

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