

## General Assignment Agreement

This Assignment Agreement (hereinafter 'Agreement') define terms of assigning certain rights regarding access to and use of the Minter Platform and Minter Network from the Assignor to the Assignee.

### 1. Definitions

Interpretation of any terms and expressions used in this Agreement shall be made in accordance with definitions as specified in Section 1 of the Minter Platform Terms of Use available at <https://minter.network/legal/terms/> ("Terms of Use").

### 2. Context

The following text in italics is the description of the context in which this Agreement is being made. This description shall not give rise to any rights or obligations per se; the Agreement, however, shall be construed in accordance with the facts described below unless explicitly specified otherwise.

*The Company has developed a distributed ledger solution to create second-level tokens that can be algorithmically generated and destroyed by the smart contracts while depleting or replenishing the first-level token balance of the user requesting such a creation or destruction.*

*Consensus of the Network is reached via the delegated proof of stake mechanism. It includes staking a BIP balances to validate transactions and generate new blocks, with each generated block replenishing the BIP balance of the respective validator. The mechanism allows for delegation of BIP balances and users may bind their BIP balances to other validators.*

*Assignor has entered into the Early Access Agreement with the Company and has been granted the rights to access and use the Network and the Platform within the scope determined by the BIP balance to be provided by the Company to the Assignor.*

*Assignee has entered into either the Minter Access Agreement or the Early Access Agreement with the Company and has been granted the right to access and use the Network and the Platform, but requires a BIP balance to execute that right.*

*By entering this agreement, Assignor agrees to assign to Assignee the rights to a portion of the BIP balance to be provided by the Company, Assignee agrees to compensate Assignor for assignment of these rights.*

### 3. Eligibility and Effect

3.1. Entering into this Agreement is prohibited for Restricted persons as specified in Section 1 of the Terms of Use.

3.2. This Agreement comes into effect when You click on the “Agree” checkbox at the Website.

3.3. This Agreement is valid only while performed at the Website with the use of the interface provided for the assignment.

#### **4. Assignment**

4.1. The Assignor transfers to the Assignee the right to receive a non-zero BIP balance that has been granted to the Assignor by the Company under the Early Access Agreement.

4.2. The amount of BIPs the right to which is assigned is to be decided by the Assignor within the limitations determined by the Company and provided at the Website.

4.3. The Assignee makes a request for the assignment of a specific amount of BIPs by transferring the compensation to the escrow wallet provided by the Company via the Website. Until the Assignee has passed the KYC procedures sufficient to prove compliance with the relevant AML/CFT regulations, the transferred funds are held in the escrow wallet, and the requested amount of BIPs is locked in a reserve.

4.4. For the assignment to come into effect, the request made by the Assignee who has passed the KYC procedures shall be matched with the offer by the Assignor. Where Assignee has requested a lesser BIP balance than offered by the Assignor, only the requested amount of BIPs will be assigned.

4.5. If within 7 days after the assignment offer has been made by the Assignor the BIP balance offered has not been requested completely, the offer for any unassigned and unreserved BIPs is to be cancelled.

#### **5. Compensation**

5.1. The compensation for the assigned rights is determined based on the following formula: for the right to receive 100,000 BIPs to the BIP balance Assignee shall transfer 1 BTC to the Assignor.

5.2. The compensation is to be transferred to the escrow wallet provided by the Company.

5.3. The Company transfers the aggregated compensation of all the Assignees who has passed KYC procedures and has requested BIP balances from the Assignor to the Assignor's wallet either after all of the BIPs offered by the Assignor are assigned or, in case unassigned BIPs are left, after the offer has been cancelled.

5.4. If Assignee does not pass the KYC procedures within a month after the launch of the main Minter network, or is found to be a Restricted Person, the funds transferred by the Assignee are returned to the Assignee's wallet from which they were transferred, and the

BIPs reserved by the Assignee are unlocked from the reserve and can be used by the Assignor. Any other transactions made under this Agreement is final, and there are no refunds or cancellations except as may be required by applicable law or regulation.

## **6. Miscellaneous**

6.1. Nothing contained in this Agreement shall be construed or deemed to constitute a partnership or joint venture between the Parties. Neither Party, unless expressly provided by this Agreement, shall hold itself out as the agent of the other Party.

6.2. Failure by any Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

6.3. This Agreement will be governed by and construed and enforced in accordance with the laws of England and Wales, and will be subject to the jurisdiction of the courts of Nevis, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

6.4. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties.

6.5. This Agreement represents the complete agreement concerning the subject matter hereof.

6.6. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.