

**Attention! This investment falls outside AFM supervision.  
No license and no prospectus required for this activity.**



## PRIVATE SALE AGREEMENT

### THE UNDERSIGNED:

- (1) **PCNP RESEARCH & DEVELOPMENT B.V.**, a private company incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (3931 WD) Woudenberg, the Netherlands, at the address of Van Ginekellaan 49, registered with the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 82048495 ("**PCNP B.V.**");  
and
- (2) the person or legal entity whose credentials are specified on **Annex 1** ("**Participant**"),  
  
hereinafter jointly referred to as: the "**Parties**".

### RECITALS:

- A. PCNP is engaged in the development of a blockchain based social media platform. On said platform, new features such as challenges and an NFT-marketplace bring new ways to interact with other users. The platform, with its adjacent main network, is developed and active on the Ethereum network, which is further described in the Whitepaper "*PCNP - A privacy first platform*", that can be found on PCNP website: [www.PCNP.io](http://www.PCNP.io) (the "**Project**").
- B. Under and in connection with the Project, future cryptographic tokens (ERC20) called SBLX tokens (the "**PCNP Token(s)**") are to be issued by PCNP to participants and/or contributors and users of the Project.
- C. Participant is interested in the Project and therefore wants to obtain PCNP Tokens, on the terms and conditions set forth in this Agreement (the/this "**Agreement**").
- D. Participant realises that the Project as described in recital A is very high-risk which means that, among other things but not limited to that, there is a significant risk for Participant that the PCNP Tokens (in the end) will not represent any, or only very limited, actual monetary value, and that Participant specifically, but not limited to that:
  - i. does not have any opportunity to acquire shares or similar (property and/or equity) rights in PCNP's capital;
  - ii. will not receive any dividend in any form whatsoever;
  - iii. will not obtain any control over or in PCNP, or any other legal entity, in any form whatsoever;
  - iv. is not entitled to any repayment of the Agreed Amount in any form whatsoever, unless stated otherwise in this Agreement;

- v. is not entitled to any interest compensation on the Agreed Amount in any form whatsoever;
- vi. is not entitled to any (property) right regarding the (intellectual property rights with regard to the) Project in any form whatsoever, while PCNP will not provide the Project's source code to Participant, in any form whatsoever;
- vii. realises that the PCNP Tokens may lose their value in part or in full;
- viii. realises that the PCNP Tokens may not always be transferable and/or exchangeable (e.g. to the extent that there is no buyer at hand);
- ix. realises that the PCNP Tokens may not be liquid;
- x. realises that this Agreement does not constitute an offer or solicitation to sell financial instruments, whereas any such offer or solicitation to sell financial instruments can be made only by means of a prospectus or other offering documents pursuant to EU regulations;
- xi. realises that PCNP's whitepaper nor this Agreement constitute a prospectus as referred to in Regulation (EU) 2017/1129 or another offering document pursuant to EU legislation or Dutch law;
- xii. realises that more than one other party will probably also obtain PCNP Tokens, which means that there is no exclusivity for Participant in any form whatsoever;
- xiii. realises 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 Participant does not have any right to compel PCNP to continue developing the Project, and/or to compel PCNP to carry out and/or to cause others to carry out any other action(s);
- xiv. realises that the PCNP Tokens have not been created and issued yet, which means it may be possible that the PCNP Tokens cannot (in practice) be issued and/or exchanged 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 Participant will actually obtain the Allocated Tokens (defined below), in which case Participant is not entitled to any repayment of the Agreed Amount and/or compensation in any form whatsoever;
- xv. realises that this Agreement is an agreement *sui generis* and does not in any way constitute a loan agreement, purchase agreement, barter agreement or security, while the funds provided by Participant do not in any way constitute a debt owed by PCNP towards Participant nor does it grant Participant any rights with respect to PCNP other than as stipulated in this Agreement, while furthermore the activities of PCNP in connection with this Agreement are not regulated under the Dutch Financial Supervision Act (*Wet op het Financieel Toezicht*);
- xvi. acknowledges that the PCNP Tokens 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
- xvii. Participant is not entitled to personally or via (a) class action(s) hold PCNP, its advisors, shareholders and/or its directors, liable for any damages arising out of any of these or the foregoing recitals, nor for any damages arising out of or in connection with (the execution of) this Agreement as a whole and/or the Project.

E. In order to illustrate the (technical) knowledge of Participant of the status and functioning of blockchain technology and the application thereof, Participant hereby acknowledges (that Participant realises), amongst other things but not limited to, 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 PCNP Tokens;
- ii. once the PCNP Tokens have been transferred by PCNP, they are only accessible via a digital wallet. The wallet requires the means to store and access the private key. If either the private key or wallet is compromised this can result in the unrecoverable and permanent loss of the PCNP Tokens which are held in that wallet; and
- iii. blockchain and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error. Therefore, PCNP cannot give Participant and other parties like Participant any warranties regarding the errorless and hack-free functioning and performance of PCNP's network, the Project and/or the blockchain(s) on which they are based.

F. Participant realises and acknowledges that the Project is still in the process of development and this development has no fixed timeline or deadline. PCNP is the sole representative of the Project. The issuing and distribution of the PCNP Tokens is planned on a best effort basis. Participant realises and acknowledges that digital tokens and other blockchain-related technologies are new and untested, and are thus inherently risky. PCNP is not responsible for any non-performance resulting from adverse changes in market forces or the technology. In addition, Participant has been warned and understands the following risks:

- i. legal risks regarding securities regulations;
- ii. risks associated with blockchain-related technologies;
- iii. risks of unfavourable regulatory actions;
- iv. risks of cyber theft and hacking;
- v. risks of security weakness of codes & software;
- vi. weaknesses of cryptography & mining attacks;
- vii. risk of loss of value of the PCNP Tokens;
- viii. PCNP may not meet Participant's expectations;
- ix. the Project may never be completed;
- x. regulatory risks associated with the PCNP Tokens and/or the Project; and/or
- xi. risks of losing the Agreed Amount.

G. Participant realises and acknowledges 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. Participant agrees to seek professional advice if he or she is in any doubt as to any aspect of this Agreement.

## HAVE AGREED AS FOLLOWS:

### 1. Interpretation

1.1. In this Agreement, the capitalised words have the following meaning:

<b>Agreed Amount</b>	as specified on <b><u>Annex 2</u></b> in USD
<b>Agreement</b>	this agreement
<b>Allocated Tokens</b>	the PCNP Tokens that Participant may obtain under this Agreement, as described in Article 4.1
<b>Annex</b>	an annex to this Agreement
<b>Article</b>	an article of this Agreement
<b>Currency</b>	as specified on <b><u>Annex 2</u></b>
<b>Participant</b>	signatory sub (2), whose credentials are specified on <b><u>Annex 1</u></b>
<b>Participant Bank Account</b>	as specified on <b><u>Annex 2</u></b>
<b>Participant Wallet Address</b>	as specified on <b><u>Annex 2</u></b>
<b>Parties</b>	signatory sub (1) and signatory sub (2) jointly
<b>Payment Address</b>	as specified on <b><u>Annex 2</u></b>
<b>Project</b>	the project as described in recital A of this Agreement
<b>Public Token Sale</b>	a public sale round of the PCNP Tokens to the general public, which is envisaged to be held by PCNP
<b>SBLX Tokens</b>	cryptographic PCNP tokens that play a central part in the Project and its accompanying functionalities
<b>SocialBlox</b>	signatory sub (1)
<b>Token Price</b>	as specified on <b><u>Annex 2</u></b>

1.2. These definitions apply in the singular form as well as in the plural form of these definitions.

1.3. The contents of the recitals in this Agreement form an integral part of what the Parties have agreed upon.

1.4. Any and all Annexes to this Agreement are an integral part of this Agreement.

### 2. Obligations of Participant

2.1. Within a period of 48 (forty-eight) hours after signing this Agreement, Participant pays the Agreed Amount to PCNP.

2.2. The payment described in Article 2.1 will be transferred from the Participant Wallet Address or the Participant Bank Account in the Currency to the Payment Address. Upon transfer of the Agreed Amount, the Participant shall provide evidence of the transfer of the Agreed Amount along with the transaction ID via email to PCNP. PCNP shall upon receipt of the Agreed Amount provide receipt confirmation through return email.

2.3. Any transaction fees however named are for the account of Participant.

- 2.4. The exchange rate with regard to c.q. in relation to the Currency (if applicable) is exclusively determined by PCNP and/or a third party designated by PCNP.
- 2.5. Participant shall provide any and all information required by PCNP and/or a third party designated by PCNP to perform the KYC (*know your customer*) and AML (*anti money laundering*) checks and procedures applied by PCNP and/or a third party designated thereto by PCNP. Participant is obliged update any and all information provided under this Article 2.4 if and to the extent such information is no longer accurate and correct. This shall be the sole responsibility of Participant himself/herself.
- 2.6. The Agreed Amount is exclusive of all applicable taxes. Participant is solely responsible for determining what, if any, taxes apply in the jurisdiction of Participant regarding entering into this Agreement, including, for example, sales, use, value added, and similar taxes. It is also the sole responsibility of Participant to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. PCNP is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from Participant entering into this Agreement, in any from whatsoever.
- 2.7. If Participant, following the obligation stated in Article 2.1, unintentionally transfers more than the Agreed Amount to PCNP, PCNP will refund the transferred funds exceeding the Agreed Amount. Any transaction fees however named are for the account of Participant.

### **3. Obligations of PCNP**

- 3.1. In consideration for the receipt of the Agreed Amount by PCNP, PCNP hereby undertakes the obligation with respect to Participant to ensure that Participant will obtain the Allocated Tokens.
- 3.2. The distribution of the Allocated Tokens by PCNP to Participant is subjected to the cumulative conditions precedent (*cumulative opschortende voorwaarden*) that:
- i. PCNP has unconditionally received the Agreed Amount; and
  - ii. Participant successfully passes the KYC (*know your customer*) and AML (*anti money laundering*) checks and procedures applied by PCNP and/or a third party designated thereto by PCNP. This is to be determined at the sole discretion of PCNP and/or a third party designated by PCNP.
- 3.3. The Allocated Tokens that Participant will receive under this Agreement, are envisaged to be distributed by PCNP at the completion of the Public Token Sale. The distribution and vesting of the Allocated Tokens is envisaged to take place as follows:
- i. 30% (thirty percent) of the Allocated Tokens will be available and vested at the completion of the Public Token Sale;
  - ii. 50% (fifty percent) of the Allocated Tokens will be available and vested 6 (six) months after the completion of the Public Token Sale; and
  - iii. 20% (twenty percent) of the Allocated Tokens will be available and vested 12 (twelve) months after the completion of the Public Token Sale, until all Allocated Tokens are vested.
- 3.4. PCNP undertakes to provide, or causes to provide, (i) the (finalisation of the) development of the Project and (ii) that the creation and issuance of the PCNP Tokens takes place. In connection herewith, PCNP will use the Agreed Amount for (the further development of)

the Project. In the aforementioned context Participant shall have no control over the use and spending of the Agreed Amount by PCNP in any form whatsoever.

#### **4. Tokens**

- 4.1. The number of Allocated Tokens is calculated by dividing the Agreed Amount by the Token Price.

*Example calculation: the Agreed Amount is USD 20,000.-, the Token Price is USD 0.0008 per PCNP Token. This amounts to a total of 25,000,000.- Allocated Tokens which will be received by Participant under this Agreement.*

#### **5. Disclosure**

- 5.1. For the duration of this Agreement, PCNP may disclose on a regular basis (the progress of) the development of the Project to Participant and other parties like Participant (if any). Participant will have the right to ask questions with regard to (the development of) the Project. PCNP will answer these questions, unless this cannot reasonably be required of PCNP.

#### **6. Representations and warranties from PCNP to Participant**

- 6.1. By signing this Agreement, PCNP represents and warrants to Participant that:
- i. PCNP is an established company duly incorporated under the laws of the Netherlands;
  - ii. PCNP is not involved in any proceedings or disputes related to this Agreement or the Project;
  - iii. entering into this Agreement does not constitute an attributable breach on the part of PCNP with respect to one or more third parties; and
  - iv. PCNP has complied with all the stages of its corporate decision-making process as well as those on the part of its directors and shareholders that are required for becoming authorized to enter into and execute this Agreement, which Agreement includes the legally valid and binding obligations on the part of PCNP to be fulfilled in the manner as determined in this Agreement.

#### **7. Representations and warranties from Participant to PCNP**

- 7.1. By signing this Agreement, Participant represents and warrants to PCNP that:
- i. in case Participant is a private person: Participant is over 18 (eighteen) years old;
  - ii. in case Participant is a legal entity: (i) Participant is an established company duly incorporated under the laws of its jurisdiction, and (ii) Participant has complied with all the stages of its corporate decision-making process as well as those on the part of its directors and shareholders that are required for becoming authorised to enter into and execute this Agreement, which Agreement includes the legally valid and binding obligations on the part of PCNP to be fulfilled in the manner as determined in this Agreement;
  - iii. Participant is legally permitted under the laws applicable to him/her to enter into this Agreement and is allowed and capable to acquire, receive and hold the cryptographic tokens as described in this Agreement;
  - iv. Participant is 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 the part of Participant with respect to one or more third parties;

- vi. the (content(s) of the) information and documents that Participant has provided and/or will provide during the execution of this Agreement to PCNP in relation to (the signing and execution of) this Agreement, including but not limited to the information and documents with regard to the KYC and AML procedures and the information stated in Annex 1, are correct, accurate, true and not in any way misleading or fabricated;
- vii. the Participant Wallet Address is a wallet address that is exclusively controlled and used by Participant, whereas (for avoidance of doubt) the Participant Wallet Address is not an address held with an exchange, nor an address that is (also) used by anybody else;
- viii. the Participant Bank Account is a bank account that is exclusively controlled and used by Participant, whereas (for avoidance of doubt) the Participant Bank Account is not a bank account held and/or (also) used by anybody else;
- ix. Participant has had the opportunity to conduct a due diligence audit into the Project and its supporting information, while Participant has obtained from PCNP, or third parties designated by PCNP, all the information that is of material interest for entering into this Agreement, which information was found correct, complete and not in any respect misleading;
- x. what has been included in the recitals of this Agreement is correct, while Participant is aware of, and warrants that he/she is aware of, and understands the risks as described in the recitals of this Agreement;
- xi. Participant confirms that he/she fully understands the nature of this Agreement and the fact that the Agreed Amount provided pursuant to this Agreement is designated for the realization of the Project, which is currently under construction. More information as to the PCNP Tokens and/or the Project may therefore become available towards potential participants of the Project - and Participant as well - at a later stage. However, Participant accepts the risks involved with entering into this Agreement without having received such further information prior to his entering into this Agreement;
- xii. Participant is entering into this Agreement to provide or receive (future) services with respect to the Project and to support the development, testing, deployment and operation of the Project. Participant is not entering into this Agreement for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- xiii. Participant will comply with any applicable legal and tax obligations in the jurisdiction of Participant arising from Participant entering into this Agreement;
- xiv. Participant enters into this Agreement exclusively for himself/herself and not (also) for and/or on behalf of anybody else; and
- xv. Participant is not a citizen of, residing in, established in and/or does not have his/her (registered) address in Afghanistan, American Samoa, The Bahamas, Botswana, Cambodia, 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.

## **8. Warranties and liability**

- 8.1. Unless stated otherwise in this Agreement, PCNP is not bound to give Participant any warranty, indemnity or a combination thereof regarding the PCNP Tokens, the Project, this Agreement and/or any other respect in any form whatsoever.

- 8.2. By signing this Agreement, Participant acknowledges and agrees that Participant will not hold PCNP, its directors, its employees and/or any third party involved with (the creation and/or execution of) this Agreement and/or the Project liable for any and all damages caused by and/or related to this Agreement and/or to the Project. Participant is not entitled to personally or via a class action hold PCNP, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project liable or file for claims for any damages arising out of or in connection with this Agreement and/or the Project.
- 8.3. By signing this Agreement Participant acknowledges and agrees that Participant will indemnify PCNP, its directors, its employees and/or any third party involved with (the creation and/or execution of) this Agreement and/or the Project against (any) third-party claim(s), including but not limited to the claims which arise from Participant entering into this Agreement and/or a breach of any or all representations as described in Article 7.

## **9. Publicity**

- 9.1. Press releases and other public statements with respect to the Project and/or (the entering into and/or the execution of) this Agreement may only be issued by Participant with the written permission of PCNP, with the exception of any publicity required by applicable law. If Participant is required to use the aforementioned exception it shall promptly notify PCNP before disclosure occurs and shall consult with PCNP regarding the timing and content of such disclosure.

## **10. Confidentiality**

- 10.1. Notwithstanding the provisions of a confidentiality agreement that may be entered into by Parties, Parties hereby agree to maintain strict confidentiality with regard to this Agreement, the information and data related to this Agreement and the Project.
- 10.2. Parties agree to use the information and data as described in this Article 10, including other information and data that Parties should reasonably consider to be confidential exclusively for the performance and execution of this Agreement and to refrain from using that information and data for commercial or other use.
- 10.3. PCNP has the right to announce the completion of this Agreements and the identities of the Parties, provided that Participant has agreed in writing to said announcement.
- 10.4. If Participant does not comply with, breaches or violates any of the provisions described in this Article 10, he/she will incur a directly payable penalty of EUR 100,000.- (one hundred thousand Euro) to PCNP.

## **11. Termination of this Agreement**

- 11.1. As soon as Participant has obtained the Allocated Tokens, this Agreement will automatically terminate (*eindigen*).
- 11.2. PCNP is entitled to terminate (*ontbinden en/of beëindigen*) this Agreement with immediate effect, and without any prior warning or due regard of any (termination) notice if one of the following circumstances or a combination thereof present itself:
- i. Participant does not fulfil his/her obligations towards PCNP as described in Article 2.6, which is to be determined at the sole discretion of PCNP and/or a third party designated by PCNP;



- ii. Participant otherwise materially breaches this Agreement, including but not limited to Participant breaching the representations and/or warranties set out in Article 7 and/or Participant disclosing (the contents of) this Agreement in breach of Article 10;
  - iii. Participant is declared bankrupt or files a petition for bankruptcy against itself;
  - iv. Participant is granted (provisional) suspension of payments or applies for a suspension of payments;
  - v. Participant dies, and/or;
  - vi. Participant consciously brings damage to SocialBlox, the PCNP tokens and/or the Project.
- 11.3. In addition to the foregoing termination grounds, PCNP is entitled to terminate (*ontbinden*) this Agreement with immediate effect, and without any prior warning or due regard of any (termination) notice, if Participant does not successfully pass the KYC (*know your customer*) and AML (*anti money laundering*) checks and procedures applied by PCNP and/or a third party designated thereto by PCNP. This is to be determined at the sole discretion of PCNP and/or a third party designated by PCNP.
- 11.4. In the event that PCNP terminates this Agreement on the basis of Article 11.3, the Agreed Amount which has been transferred will be refunded by PCNP to Participant. In the event that Participant has already received (a part of) the Allocated Tokens, Participant will transfer back all the Allocated Tokens received by him/her to PCNP. PCNP is not obligated to refund (any part of) the Agreed Amount until the Allocated Tokens are transferred back to her by Participant. Any transaction fees however named are for the account of Participant.
- 11.5. In the event that PCNP terminates this Agreement on the basis of Article 11.2 or any other provision (of law), Participant is not legally entitled to (i) any refund of the Agreed Amount in any form whatsoever, nor (ii) hold PCNP, its directors, its employees and/or any third party involved with (the creation and/or execution of) this Agreement and/or the Project liable for any and all damages suffered by Participant.
- 11.6. The obligations set forth in Articles 7, 8, 9, 10, 11 and 12 shall survive the termination, annulment and/or dissolution of this Agreement indefinitely.
- 12. Other provisions**
- 12.1. Parties pay their own expenses incurred for the realisation and execution of this Agreement, including the consultants' fees.
- 12.2. This Agreement may be amended or supplemented unilaterally by PCNP.
- 12.3. This Agreement includes all the arrangements between the Parties relating to the content of this Agreement, including but not limited thereto the PCNP Tokens and the Project, and replaces all the previously written and oral arrangements made between the Parties relating thereto, except for and notwithstanding any confidentiality agreement entered into by the Parties.
- 12.4. If a provision of this Agreement turns out to be void or non-binding, Parties continue to be bound to the other provisions of this Agreement.
- 12.5. Participant hereby waives his/her rights to terminate, annul and/or dissolve this Agreement, or cause it to be terminated, annulled or dissolved, on any grounds whatsoever, including, but

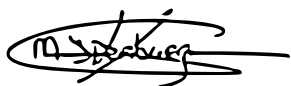
not limited to, pursuant to section 6:265 to section 6:272, and section 6:228 of the Dutch Civil Code that relate to the termination, annulment or dissolving of this Agreement on account of an error or to apply to a court of law to terminate, annul or dissolve this Agreement. Furthermore, Participant waives his/her 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.

- 12.6. The rights and powers vested in Participant to rely on a settlement, setoff and/or suspension are excluded with the exception of the provisions in this Agreement in this regard.
- 12.7. Claims that may ensue from this Agreement, including but not limited to the right of Participant to obtain the Allocated Tokens, cannot be transferred without the prior written consent of PCNP, this with effect under property law (*met goederenrechtelijke werking*) as defined in section 3:83(2) of the Dutch Civil Code.
- 12.8. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement and/or the Project are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands, with the exception of the rules of conflict of laws under Dutch international private law.
- 12.9. Any disputes arising out of or in connection with this Agreement, the execution thereof 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 and/or the Project, are subject to the sole and exclusive jurisdiction of the competent court in the district of Noord-Nederland (*Rechtbank Noord-Nederland*), the Netherlands.

< signatures on next page >

Agreed between Parties and signed on \_\_\_\_\_ 2021.

On behalf of **PCNP Research & Development B.V.**



\_\_\_\_\_  
Name: David Kvantresjvili

Function: Director, via MM Holding B.V.

Place: **Woudenberg**

Date:

(On behalf of) **Participant**

\_\_\_\_\_  
Name:

Function: <sup>1</sup>

Place:

Date:

\_\_\_\_\_  
<sup>1</sup> Only if Participant is a legal entity.