

TERMS AND CONDITIONS

These Terms and Conditions (the “T&C”) apply to the holder of the EOS Cafe BEAN Token (or any fractional part thereof) (“BEAN”). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING BEAN tokens. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF ANY PERSON DOES NOT AGREE TO THESE TERMS AND CONDITIONS, SUCH PERSON MUST NOT ACCEPT BEAN tokens.

By accepting and holding BEAN tokens each holder thereof agrees with each other holder of BEAN tokens, from time to time and *inter se*, to be bound by the T&C, as varied/modified/amended from time to time and along with such further and other terms and conditions incorporated by reference in the T&C including but not limited to the Constitution (as hereinafter defined). The acceptance of BEAN tokens is made expressly subject to this T&C.

NOW THEREFORE in consideration of the mutual promises contained in this T&C, it is hereby agreed as follows:

Binding Agreement

1. The T&C constitute the agreement (the “Agreement”) by and between any person accepting and holding BEAN tokens, from time to time, and each other person, accepting and holding BEAN tokens from, time to time, *inter se* (each such holder thereafter and hereinafter referred to as “Emissary” and collectively hereinafter referred to as the EOS Café DAC. By accepting and holding BEAN tokens, each person agrees to be, and shall be, constituted, without more, as a member or Emissary of the EOS Cafe distributed autonomous community (“EOS Café DAC” or “DAC”) and subject to the Constitution (defined

hereinafter). This Agreement shall further inure for the benefit of the EOS Café Foundation, its successors and assigns, to any extent necessary or applicable with respect to the matters set out herein. By accepting, holding and/or using BEAN tokens, Emissary agrees to be bound by the T&C, as varied/modified/amended from time to time. Emissary expressly acknowledges that the provisions of the T&C may be amended, restated, supplemented or otherwise modified from time to time, and at any time and any manner, in accordance with the constitution governing the organization of Emissaries (“Constitution”) and Emissary shall continue to be bound by such amended, restated, supplemented or otherwise modified T&C.

2. By accepting BEAN tokens, Emissary confirms that it is a holder of BEAN tokens and a member of the EOS Café DAC and has read, understands and agrees to the T&C. A person shall indicate their acceptance of BEAN tokens by:

(a) In the case of any initial recipient of BEAN tokens (or assignee or transferee thereof), pursuant to the Token Distribution (as defined hereinafter), by activating or registering BEAN tokens through the software and/or medium prescribed by the DAC.

(b) In any other case, by accepting the distribution, transfer or assignment of BEAN tokens from the DAC or an Emissary and/or activating or registering BEAN tokens through the software and/or medium prescribed by the DAC.

(c) In either case, and in any event, by conducting any transaction with or usage of BEAN tokens, including but not limited to the exercise of voting rights in the DAC.

3. The DAC has prepared a website,

available at <https://eos.cafe/> which may but shall not be required to include a “whitepaper” (collectively the “Website”), describing the proposed activities of the DAC and utility or proposed utility of BEAN tokens with regard to same. By accepting and holding BEAN tokens, Emissary confirms that it has read and understands the Website.

The EOS Café DAC

4. EOS Café DAC is a distributed autonomous community governed by the Constitution of EOS Café DAC and administered through the medium of blockchain technology. The use of a blockchain technology enables the DAC to be distributed and governed, in accordance with its Constitution, on an automated basis. The terms and conditions of the Constitution are incorporated by reference into the T&C and shall be binding on each Emissary of the DAC, *inter se*. By accepting and holding BEAN tokens, Emissary also confirms that it has read, understands and agrees to the terms and conditions of the Constitution and the rules of governance of the DAC.
5. The DAC shall be constituted in two (2) phases (“Phased Establishment”) consisting of (a) the initial constitution of a core community of Emissaries (‘building the ship’) and, upon the maturation of the DAC, as determined by the core community (b) a wider community of Emissaries (‘launching the ship’). The Token Distribution (as defined hereinafter) and/or provision for the acceptance of BEAN tokens shall be conducted in accordance with the Phased Establishment.
6. Nothing in the T&C or Constitution and no action taken by any Emissary shall constitute, or be deemed to constitute a partnership, joint venture or any other association between the Emissaries, and no action taken by any Emissary pursuant to this Constitution or otherwise shall

constitute, or be deemed to constitute, any Emissary as the agent of any other Emissary or the DAC for any purpose whatsoever and no Emissary shall have, pursuant to the T&C or Constitution or otherwise, any authority or power to bind or to contract or to otherwise act in the name of or on behalf of any other Emissary or the DAC, all save and except as expressly provided in the T&C or the Constitution.

The BEAN Token

7. At the instance of and on behalf of the DAC, an initial supply of 10, 000, 000, 000 BEAN tokens (“Initial Supply”) shall be generated and distributed to such person or persons at the discretion DAC, inviting such persons to accept and hold such BEAN tokens, *gratis* (“Token Distribution”) and to be constituted as a member and Emissary of the DAC.
8. BEAN tokens are not redeemable at the instance of any of Emissary or the DAC.
9. Emissary may request cancellation of BEAN tokens or membership linked to the acceptance and holding of BEAN tokens in accordance with the provisions of the Constitution, whereupon Emissary shall maintain no further rights or obligations with respect to the DAC, save and except such rights and obligations accrued to Emissary to the date of cancellation.
10. During the Token Distribution, and subject to the discretion of the DAC, BEAN tokens shall be distributed in the following tranches:
 - (a) 50% through a combination of any or all of Airdrop Distributions to EOS Token Holders and/or other communities, Airgrab Distributions, Skyhook Distributions (with time based reclamations) (“Open Token Distribution”) and/or by, ‘double shot’ Distributions and/or such

further or other distribution methods beneficial to the development of the DAC.

(b) 5% to DAC Directed Distribution

(c) 45% to Founding Distribution

Any tokens not distributed as allocated may, but shall not be required to, be “burnt” thereby permanently removed from circulation, at the discretion of the DAC.

Secondary distributions of BEAN tokens, subject to the discretion of the DAC, are planned over the course of eleven (11) years from the constitution of the DAC.

Two (2) “staking pools” shall also be established, with rewards of 5% each, and will further inflate the number of BEAN tokens to the BEAN token economy.

11. Upon acceptance, BEAN tokens shall constitute the holder thereof as a Emissary of the DAC, entitled to all the rights and subject to all the obligations set out in the Constitution, from time to time, and in proportion the BEAN tokens held by such Emissary.

12. Other than such utility as may be expressly prescribed by the T&C and Constitution from time to time, BEAN tokens do not maintain or enable any rights, uses, purpose, attributes, functionalities, features or value, express or implied.

13. Beyond the Initial Supply, additional BEAN tokens shall be generated and distributed, from time to time, and over such periods and to such persons, at the instance if and discretion of the DAC, pursuant to and subject to the provisions of the Constitution.

14. Save and except for such rights granted with respect to the DAC, BEAN tokens do not grant the holder thereof the right to any part of the share capital of any

corporation or other entity, to any vote at any shareholders meeting of any corporation or entity or to any voting rights with respect the appointment of directors or managers of any corporation or entity. BEAN tokens are not being distributed in exchange for or in expectation of any monetary or other consideration. BEAN tokens, to any extent applicable, shall be non-refundable and non-redeemable. BEAN tokens are not, and are not intended to be an investment, security, commodity or any other financial instrument or investment

15. The Token Distribution is effected to distribute and constitute the DAC and to allow usage of BEAN tokens in relation to the DAC, and not for speculative purposes.

16. Emissary expressly acknowledges and represents that it has carefully reviewed the T&C and fully understands the risks and utility associated with the acceptance and holding of BEAN tokens and membership of the DAC.

Token Distribution Restrictions

17. No U.S. Persons: BEAN tokens are not being and/or are not intended to be distributed and/or accepted by any natural or legal person resident in the United States or any legal person or partnership constituted by or with persons resident in the United States (“Excluded Person”), or any person on behalf of an Excluded Person, pursuant to the Open Token Distribution. If any Excluded Person accepts or purports to accept any BEAN tokens pursuant to the Open Token Distribution, such person would have taken such action in an inapplicable, unauthorized and/or unlawful manner. Any Excluded Person who accepts BEAN tokens pursuant to the Open Token Distribution shall be solely liable for any legal, regulatory, judicial or contractual consequences therefrom and shall indemnify, defend

and hold harmless DAC, and any member, employee, officer, director, consultant, advisor, parents, subsidiaries, affiliates, servants or agents thereof, or any related person, corporation or foundation, past, present or future, thereof (collectively “DAC Affiliate”) from any penalties, damages, losses, liability, costs (including legal costs) or expenses, whether direct or indirect, consequential, compensatory, punitive, actual, exemplary, incidental or special and including without limitation any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, “Damages”) arising out of or related to such Excluded Person’s acceptance or purported acceptance of BEAN tokens pursuant to the Open Token Distribution.

Core Values of EOS Café DAC

18. EOS Café DAC shall be founded on the following values:
 - a. To create a culture of peace, prosperity, justice, voluntarism, liberty and self-sovereignty.
 - b. To create a culture where each individual’s right to exist is acknowledged, respected and protected.
 - c. To create a culture where people prevent their own actions from causing harm to any other individual(s).
 - d. To acknowledge, and respect diversity in all its measures; diversity of thought, spiritual practice and religion, of gender, ethnicity, age, of socio-economic status, and any other conceivable difference of personal preferences or opinions and to minimize or remove antagonism and prejudice across all conceivable measures of diversity.

- e. To resolve all contrary interests in bargaining position or resource allocation, without resorting to violence, threats of violence, or infringement on the counterparties peace, prosperity, justice, voluntarism, liberty, and self sovereignty.

19. To the furthest extent permissible the provisions of the T&C shall be interpreted in a manner consistent with the core values.

Knowledge required

20. Emissary acknowledges and agrees that it has sufficient knowledge in technological, business and financial matters, including but not limited to sufficient understanding of blockchain, digital ledger technology, cryptographic tokens, digital assets, smart contracts, block production, storage mechanisms (including online or offline digital, token or cryptocurrencies wallets), blockchain based software systems and/or other matters set out in this T&C, to evaluate and render an informed decision as to the risks and merits of the acceptance of BEAN tokens and further acknowledges and agrees that it is able to bear such risks including risk of loss of BEAN tokens and/or any risks or rewards accrued (if any) by reason of holding BEAN tokens. Emissary expressly acknowledges that it has obtained or procured sufficient information in order to make an informed decision as to whether or not to accept and hold BEAN tokens.
21. Emissary shall ensure that it understands and has significant experience of cryptocurrencies, blockchain systems and services, and that it fully understands the risks and mechanisms associated with BEAN tokens and Token Distribution, as well as the risks and mechanisms related to the use and custody of cryptocurrencies and/or other representations utilizing distributed ledger

technology.

22. Neither DAC nor any DAC Affiliate shall be responsible for any loss of BEAN tokens held by Emissary, or any situation rendering it impossible for Emissary to access BEAN tokens, which may result from, by or through any actions or omissions of Emissary or otherwise.
23. It shall be the sole responsibility of Emissary to implement and appropriate measures to secure access to (a) any device or account associated with Emissary in connection with the acceptance, holding and use of BEAN tokens; (b) private keys to Emissary's blockchain wallet or account; and (c) any other username, password or other login or identifying credentials. In the event that Emissary loses possession or control of Emissary's private keys or any device associated with Emissary's blockchain related account or is not able to otherwise provide Emissary's login or identifying credentials, Emissary may lose all of Emissary's BEAN tokens and/or access to Emissary's blockchain related account. Neither DAC nor DAC Affiliate shall be under any obligation to recover or replace any BEAN tokens rendered inaccessible and/or disabled thereby, or to provide any other compensation or reimbursement to Emissary thereof.
24. Emissary acknowledges, understands and agrees that (a) the acceptance and holding of BEAN tokens may have tax and regulatory consequences for Emissary; (b) Emissary is solely responsible for Emissary's compliance with any such or any tax or regulatory consequences of Emissary linked to the acceptance and holding of BEAN tokens; (c) Emissary shall have consulted with and taken advice from Emissary's own tax and regulatory professional prior to accepting and holding the BEAN tokens; and (d) Neither DAC nor DAC Affiliate shall bear any responsibility or liability to Emissary with respect to any tax or regulatory consequences linked to

Emissary's acceptance and holding of BEAN tokens.

Emissary Representation and Warranties

25. By accepting BEAN tokens, Emissary agrees to be bound by the T&C and in particular, Emissary represents and warrants that:
 - (a) It is authorized and has full power and authority to accept and hold BEAN tokens according to the laws that apply in Emissary's jurisdiction of residence or domicile, or any other applicable jurisdiction;
 - (b) It is authorized and has full power to execute, deliver and be bound by the T&C and to carry out and perform any obligations thereunder;
 - (c) If an individual, it is at least 18 years old and of sufficient legal age and capacity to accept and hold BEAN tokens and, if a legal person, it is validly constituted and in good standing under the laws of its domicile or residence and each jurisdiction in which it operates or conducts business;
 - (d) That the acceptance, execution, delivery and performance of and by Emissary under the T&C requires no approval, authorization or other action from any governmental or regulatory authority or any other person, entity or bureau, whatsoever, other than Emissary;
 - (e) That the acceptance, execution delivery and performance of and by Emissary under the T&C shall not, and will not in the future, result in any violation of, be in conflict with or constitute a material default under (i) any provision of Emissary's constitutional documents (if applicable), (ii) any provision of any judgment, order or decree to which

- Emissary is a party, by which Emissary is bound or to which Emissary's material assets are subject, (iii) any material agreement, obligation, duty or commitment to which Emissary is a party or is bound, or (iv) any laws, regulations, rules or contracts applicable to Emissary.
- (f) It is not accepting and holding BEAN tokens for the purpose of any investment or speculative investment;
 - (g) It will not use BEAN tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - (h) It shall be responsible for determining whether the acceptance and holding of BEAN tokens is appropriate for it;
 - (i) It shall accept BEAN tokens exclusively for use in the governance of the DAC, or such other utility as prescribed from time to time by or in accordance with the Constitution;
 - (j) It understands the risks associated with acceptance and holding of BEAN tokens (including but not limited to the risks related to the non-development of the DAC and/or its operations).
26. Upon request of or notification by DAC or any designee of the DAC, and from time to time, Emissary shall immediately provide information and documents that DAC or such designee, deems necessary to comply with the laws, regulations, rules or agreements of or in relation to any applicable jurisdiction or blockchain, including but not limited to judicial decrees, order, processes or arbitral awards. Such documents or information shall include, but not be limited to, certified copies of Emissary's passport, utility bill(s), government identification cards, sworn statements and information and documentation relating to persons or entities affiliated with Emissary. Emissary expressly and irrevocably consents to the disclosure of such information and documentation, and the recording or making of copies thereof, required for compliance with any laws, regulations, rules or agreements of or in relation to any applicable jurisdiction or blockchain. Failure by Emissary to comply with any such request for information or documentation may result in measures taken against such Emissary or Emissary's BEAN tokens, including but not limited to the deactivating or unregistering of Emissary or Emissary's BEAN tokens.
 27. By accepting and holding BEAN tokens, Emissary represents and warrants that, to the extent required by any applicable law, Emissary complies with all anti-money laundering and prevention of terrorism rules, regulations and procedures, and neither Emissary nor any person for whom Emissary is acting as agent or nominee in relation to BEAN tokens is subject to any sanctions administered or enforced by any government or regulatory body, or is organized or resident in any country or territory that is subject to any country or territory wide sanctions by any government or regulatory body, or is a politically exposed person.

Risks

28. Emissary acknowledges, understands and agrees that acceptance and holding of BEAN tokens and storage thereof involves various risks and Emissary accepts BEAN tokens subject to such risks, as set out in the T&C and otherwise, without any claim, right or remedy that Emissary may otherwise have at law, equity or otherwise, including but not limited to any claims for compensation, Damages, refunds or redemptions, against the DAC or any DAC Affiliate.
29. Emissary acknowledges, understands and

agrees to the risk that DAC or any DAC Affiliate (if applicable) may not be able to launch the DAC, develop the operations of the DAC and/or provide any utility to BEAN tokens as described in the T&C, Constitution or the Website and, accordingly, prior to acceptance of BEAN tokens, Emissary confirms that it has considered the risks, costs (if any), and utility of acceptance of BEAN tokens and, if necessary, shall have obtained any and all independent and professional advice in this regard. Any person not being in a position to accept nor to understand the risks associated with the activity (including the risks related to the non- development of the DAC or utility of BEAN tokens in relation to the DAC) or any other risks as indicated in the T&C or otherwise, should not accept BEAN tokens.

30. Emissary acknowledges, understands and agrees that BEAN tokens, beyond such utility or proposed utility set out in the T&C, Constitution and/or Website, has no rights, uses, purpose, attributes, functionalities or features express or implied.

31. Emissary acknowledges, understands and agrees that all matters set out in the T&C, Constitution and Website are new and untested and that the related technology may not be capable of completion, implementation or adoption and, even if the related technology is completed, implemented and adopted, it may not function as intended and/or may not have the functionality that is necessary or desirable and/or may become outdated and/or may be subject to technical errors and delays.

32. Emissary acknowledges, understands and agrees that the software associated with BEAN tokens and/or the DAC is under development, may undergo significant modifications over time and new related or replacement software may be developed from time to time and such development and modifications may

result in added or reduced features to those set forth in this T&C, the Constitution and/or the Website.

33. Emissary acknowledges, understands and agrees that the development of the BEAN tokens, the DAC and related software may be abandoned for a number of reasons including but not limited to lack of interest from Emissaries or potential Emissaries, lack of funding, lack of prospects or the departure of valuable personnel and technicians related to or utilized by the DAC or DAC Affiliate (if applicable).

34. Emissary acknowledges, understands and agrees that BEAN tokens may be or become non-transferrable following Emissary's acceptance of BEAN tokens pursuant to the Token Distribution or thereafter, whether per se, by reason of the Constitution or by technical error or inability, and/or may not be tradable on any exchanges (if applicable) for any reason whatsoever.

35. Emissary acknowledges, understands and agrees that the following further risks relate to the functionality, security and/or operations of BEAN tokens and the DAC:

- (a) Insufficient capacity to effectively implement activity of the DAC;
- (b) Crypto market crash and/or other adverse conditions resulting in, if applicable, insufficient value to cover operating costs of the DAC;
- (c) DDoS or "flood attacks";
- (d) Scarcity or lack of NET/RAM/CPU resources of EOS blockchain resulting in inoperability of BEAN platform or network;
- (e) Hack of BEANS token contract arising out or related to unknown bug or otherwise;

- (f) Breach in relevant servers causing leaks in Emissary's PII;
 - (g) Error, flaw, failure or fault in any wallet app or mobile app resulting in unauthorized disclosure, publication and/or distribution of Emissary(s)' private keys;
 - (h) Regulatory and Legal threats;
 - (i) Inappropriate content on the applicable blockchain;
 - (j) Internet political and/or infrastructural failure resulting in loss of communication in one or more geographical areas/countries;
 - (k) Governance paralysis or other inability to reach a quorum or effect governance decisions;
 - (l) Low rate of acceptance or non acceptance of BEAN tokens by third parties; and
 - (m) Delays in implementation of or technical errors in the EOSIO or other blockchain software.
36. Emissary acknowledges, understands and agrees that the regulatory status of decentralized or distributed communities, cryptographic tokens, digital assets, blockchain technology and distributed ledger technology is unsettled and/or unclear in many jurisdictions, and it is difficult to predict how or whether international, governmental, regulatory and judicial authorities will regulate such technologies and organizations and how or whether such international, governmental, regulatory and judicial authorities may interpret or modify existing laws, regulations or rules that affect such matters. Emissary acknowledges, understands and agrees that such interpretation or modification may have adverse consequences to BEAN tokens, and the holders and usage thereof and the DAC, such interpretations and modifications including but not limited to characterizing BEAN tokens as regulated financial instruments or characterizing the DAC as a regulated investment vehicle or otherwise. Emissary acknowledges, understands and agrees BEAN tokens and/or the DAC may cease to operate or cease operations in any jurisdiction, and lead to the discontinuation of usage or access thereof of any persons residing or affected by any such jurisdiction, in the event that the laws or regulations in such jurisdictions render it unlawful or commercially or otherwise undesirable to maintain any link with such jurisdictions.
37. Emissary acknowledges, understands and agrees that the embryonic nature of decentralized or distributed communities, cryptographic tokens, digital assets, blockchain technology and distributed ledger technology may result in increased and/or disproportionate oversight and scrutiny from international, governmental, regulatory and judicial authorities with respect BEAN tokens and/or the DAC (or persons or entities related to or interacting therewith) and that there can be no assurance that such authorities will not examine same or pursue investigatory, enforcement, compliance or other actions against BEAN tokens, the DAC and/or the Emissaries thereof (or persons or entities related thereto or interacting therewith). Emissary acknowledges, understands and agrees that such actions may subject the Emissaries and/or the DAC to judgments, settlements, fines or penalties and/or may cause the DAC to restructure the organization and the utility thereunder and lead to damage to BEAN tokens and/or the DAC's reputation, functionality, operational costs or effectiveness.

Important Disclaimers

38. The T&C, Website, and Token Distribution are not intended to, and shall not, be considered as an invitation to any

person enter into an investment and are not intended to, and do not, constitute or relate in any way as an offering of securities in any jurisdiction. Neither the T&C nor the Website includes or contains any information that may or should be considered a recommendation or that may be used as a basis for any investment decision. BEAN tokens are and are intended to be utility tokens, and are not intended to be used for the purposes of investment.

39. Any information in the T&C or Website is given for general information purpose only and neither DAC nor DAC Affiliate shall be construed as providing any representation or warranty as to the accuracy and completeness of such information.
40. BEAN tokens are not, and are not intended to be, shares or securities of any type and do not entitle the holder thereof to any ownership or other interest (a) in any person or entity related thereto or (b) the DAC, save and except for the utility features set out in the Constitution.
41. Neither the T&C, Constitution nor the Website contains, or should be considered to contain, any representations, warranties, promises or guarantees, express, implied or statutory, arising or related to BEAN tokens and/or the DAC, and same are expressly disclaimed, including but not limited to any representations, warranties, promises or guarantees, express, implied or statutory, relating to title, non infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to workmanship or technology (including technical coding), or the absence of any defects, whether latent or patent.
42. By accepting BEAN tokens, Emissary accepts the T&C, including but not limited to the waiver by Emissary of any claim, right or remedy that Emissary may otherwise have at law, equity or

otherwise, against the DAC or DAC Affiliate, arising out of or related to or to the acceptance and/or usage of BEAN tokens and/or participation in the DAC.

43. The DAC and DAC Affiliates (if applicable) shall use best endeavours to develop, launch, carry out and effect the DAC, the software and blockchain tokens to enable usage of the DAC, effect governance thereof and the organization of the distributed community, all as described in the T&C, Constitution or the Website. There is, however, no guarantee (and any such guarantee is expressly disclaimed by the T&C) that such DAC, software and blockchain token, operations and/or distributed community shall be successfully delivered or realized as described in this T&C, the Constitution or the Website, or at all. Emissary acknowledges, understands and agrees to said risks, and further, to the fullest extent permitted by law, and in relation to same, expressly waives, relinquishes and releases, as against DAC and/or DAC Affiliate (if applicable) (collectively "Disclaimed Parties"), any claim, right or remedy that Emissary may otherwise have at law, equity or otherwise.
44. To the fullest extent permitted by law, and except as otherwise expressly stated in this T&C, the Disclaimed Parties disclaim any representations, warranties, promises or guarantees arising out of or related to the DAC, the Token Distribution, the Website and/or BEAN tokens, and further, to the fullest extent permitted by law, and in relation to same, Emissary expressly waives, relinquishes and releases, as against the Disclaimed Parties, any claim, right or remedy that Emissary may otherwise have at law, equity or otherwise.
45. Emissary expressly acknowledges, understands and agrees that it is accepting and holding BEAN tokens, and usage thereof in the DAC and membership of the DAC, at Emissary's sole risk and that

same is provided to, and used and acquired by, Emissary on an “AS IS” and “AS AVAILABLE” basis without any representations, warranties, promises or guarantees whatsoever by the Disclaimed Parties, and Emissary shall have relied on its own examinations and investigations thereof and further, to the fullest extent permitted by law, and in relation to same, Emissary expressly waives, relinquishes and releases, as against the Disclaimed Parties, any claim, right or remedy that Emissary may otherwise have at law, equity or otherwise.

46. BEAN tokens will be issued by or through a technical process referred to as a “blockchain”, which is an open source information technology protocol over which the neither DAC nor any DAC Affiliate has any rights or liability in terms of its development and operation. The Token Distribution mechanism will be controlled by a “smart contract”, which involves a software program that can be executed on the EOS network or on a blockchain network that is compatible with smart contract programming language. Emissary acknowledges and understands that the Disclaimed Parties assume no liability or responsibility for any loss or damage that results from or relates to the incapacity to access or use BEAN tokens by reason of any matter relating to the blockchain.
47. The BEAN token is based on the EOS protocol and, accordingly, any malfunction, failure, unplanned function or unexpected operation of the EOS protocol or chain may cause the BEAN tokens or governance of the DAC to malfunction or operate in a way that is not expected, including but not limited to token contract failure of BEAN, and Emissary acknowledges that the Disclaimed Parties shall have no liability or responsibility thereof.
48. The storage and security (including backup of private keys) of BEAN tokens, and any EOS tokens associated with the

use of BEAN tokens or otherwise, shall be the sole responsibility of the holder thereof and Emissary acknowledges and agrees that the Disclaimed Parties shall have no liability or responsibility thereof, irrespective of whether storage/wallet functionality is provided by the DAC or other third party.

Limitation of Liability

49. To the fullest extent permitted by applicable law, neither DAC nor any DAC Affiliate (“Released Parties”), assumes any liability or responsibility for any loss arising or related to the Token Distribution or any distribution, transfer or assignment of BEAN tokens, or any technical, interruption or malfunction of thereof or with respect to the DAC or BEAN tokens.
50. To the fullest extent permitted by applicable law, Emissary disclaims any right or cause of action against the Released Parties, of any kind and in any jurisdiction, including but not limited with respect to BEAN tokens and/or the DAC, that would give rise to any Damages, whatsoever, on the part of any of the Released Parties. Each of the Released Parties shall not be liable to Emissary for any type of Damages, even if and notwithstanding the extent any of the Released Parties has been advised of the possibility of such Damages. Emissary agrees not to seek any refund (if applicable), compensation or reimbursement from any of the Released Parties, regardless of the reason, and regardless of whether the reason is identified in the T&C.
51. Without prejudice to the foregoing, in no circumstances shall the aggregate liability of the Released Parties, whether in contract, warrant, tort or other theory, for Damages to Emissary under this T&C exceed the amount of monetary value (if any) received by DAC or DAC Affiliate (if applicable) in exchange for the

Emissary's acceptance and holding of BEAN tokens pursuant to the Token Distribution or any transfer of BEAN tokens or with respect to the usage of BEAN tokens.

52. Emissary acknowledges, understands and agrees that none of the Released Parties shall be liable, and such Released Parties disclaim all liability to Emissary, in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related technology, including but not limited with respect to BEAN tokens and/or the DAC.
53. To the fullest extent permitted by applicable law, Emissary releases the Released Parties from any and all responsibility, liability, claims, demands, and/or Damages of every kind and nature, known and unknown, whether past, present or future, (including, but not limited to, claims of negligence), including but not limited to claims arising out of or related to disputes between Emissary and the acts or omissions of third parties.
54. Indemnification: To the fullest extent permitted by applicable law, Emissary shall indemnify, defend and hold harmless and reimburse the Released Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by any of the Released Parties arising out of or related to: (i) Emissary's acceptance or use of BEAN tokens or membership of the DAC; (ii) Emissary's responsibilities or obligations under the T&C; (iii) Emissary's breach of or violation of the

T&C; (iv) any inaccuracy in any representation or warranty of Emissary; (v) Emissary's violation of any rights of any other person or entity; and/or (vi) any act or omission of Emissary that is negligent, unlawful or constitutes willful misconduct. The Released Parties, or any of them, reserve the right to exercise sole control over the defense, at Emissary's expense, of any claim subject to indemnification hereunder. This indemnity is in addition to, and not in lieu of, any other indemnities, waivers or releases set forth in the T&C.

Transfer of BEAN Tokens

55. Emissary acknowledges and agrees that, at Emissary's sole risk and responsibility, BEAN tokens may be transferrable and membership linked to such transferred BEAN tokens may be transferred and/or assigned pursuant to any such transfer, all subject to and in accordance with the Constitution.

Entire Agreement and Severability

56. This T&C, including any exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between such parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any of DAC or DAC Affiliate.
57. If any of the provisions of this T&C are deemed to be invalid, void or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

Electronic Communications

58. Emissary agrees and acknowledges that all

agreements, notices, disclosures and other communications provided to Emissary pursuant to the T&C or in relation to Emissary's acceptance and holding of BEAN tokens and/or usage in relation to the DAC, including but not limited to Emissary's acceptance and holding of BEAN tokens pursuant to the Token Distribution, may be provided to Emissary in electronic form, including but not limited to notification by way of publication on the Website.

Applicable Law

59. The governing law for the purposes only of the interpretation and construction of the provisions of the T&C, and the contractual relations created thereby, shall be the laws of Anguilla.

Dispute Resolution

60. Informal Dispute Resolution: Emissary shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with the T&C, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof ("Dispute"). If the parties to any Dispute are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties thereof, such Dispute shall be finally settled by Binding Arbitration, as defined hereinafter.
61. Binding Arbitration: Any Dispute not resolved within 90 days as set forth hereinbefore shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties to such arbitration. The number of arbitrators shall be one who shall be selected by the parties to the arbitration. The seat, or

legal place, of arbitration shall be Calgary, Alberta, Canada. The language to be used in the arbitral proceedings shall be English. The governing law of the T&C, for the purposes only of the interpretation and constructions of the provisions of the T&C, and the contractual relations created thereby, shall be the laws of Anguilla. The arbitration award shall be final and binding on the parties thereto ("Binding Arbitration"). Emissary undertakes to carry out any award without delay and waive its right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Without prejudice to any indemnification provision of the T&C, each party to arbitration shall pay their respective attorneys' fees and expenses.

62. No Class Arbitrations, Class Actions or Representative Actions: Any dispute arising out of or related to the T&C shall be personal to the parties and shall not be brought as a class arbitration, class action or any other type of representative proceeding. There shall be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, and to the furthest extent permitted by applicable law, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.