

**CPCOIN
TOKEN SALE, HOLDING AND USAGE
TERMS AND CONDITIONS**

LAST UPDATE: June 9th, 2023

NOTICE TO PURCHASERS AND USERS

The following Terms and Conditions (“T&Cs”), together with the CPCoin Whitepaper (the “**Whitepaper**” or “**WP**”) govern your (“**you**” or the “**Purchaser**”) purchase and/or holding and/or usage of digital cryptographic tokens (called the “**CPC Token**”, “**CPC**” or “**CPCoin**”, and known also as the “**Cryptoperformance Coin**”) issued and distributed by the Marshall Islands incorporated entity BUSINESS PERFORMANCE LTD (the “**Company**”), regardless if directly or intermediated by any third-party provider or service. Purchaser and Company may be referred as Party or Parties herein below. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction, including in the United States of America (U.S.A.), in Canada (Ontario) and in the People’s Republic of China. Any software related to CPCoin or the native platform CP Platform is known as the “**Platform**” or the “**Product**”.

These T&Cs describe and regulate any initial public, private, semi-private placement, sale or listing of the CPC Token after the token generation event (“**TGE**”) and/or any other similar form of initial and/or successive token sale (including any Initial Exchange Offering or “**IEO**” and/or any form of secondary market purchase, sale and trading in general) and the rights and obligations arising from the CPC Tokens. Please read these T&Cs carefully before subscribing to purchase or otherwise acquiring any CPC. By subscribing to purchase or otherwise acquiring any CPC from any other source or means, you acknowledge that you have read these T&Cs and you agree to be fully bound by them. **IF YOU DO NOT AGREE TO THESE T&Cs, IN PART OR AT ALL, DO NOT PURCHASE AND/OR USE CPC FROM THE COMPANY OR FROM ANY OTHER SOURCE, INCLUDING ANY CRYPTOCURRENCY EXCHANGES.**

By acquiring CPC, whatever the method, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Team**”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the direct or secondary or intermediated sale of CPC, including losses associated with the T&Cs set forth below.

DO NOT PURCHASE CPC IF YOU ARE NOT EXPERIENCED IN DEALING WITH CRYPTOGRAPHIC OR DIGITAL TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING CPC, YOU SHOULD CAREFULLY CONSIDER THESE T&Cs AND THE WP AND CONSULT AN APPROPRIATE TECHNICAL EXPERT, LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THESE T&Cs ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE, HOLD OR USE CPC.

PLEASE BE ONCE MORE AND FURTHER INFORMED, FOR THE AVOIDANCE OF DOUBT, THAT PURCHASES AND/OR TRADING IN ANY FORM OF CPC SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE EXPERIENCE WITH, AND IN-DEPTH UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC AND DIGITAL TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS, BE IT INDEPENDENT OR WITHIN THE PLATFORM OF A THIRD-PARTY PROVIDER. PURCHASERS SHOULD HAVE AN UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC AND/OR DIGITAL TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF CPC DURING A DIRECT SALE, IF ANY, THE COMPANY AND/OR THE COMPANY TEAM WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF CPC OR ANY OTHER TOKEN, NFT OR DIGITAL ASSET RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS AS WELL AS IF THE PURCHASE IS PERFECTED FROM ANY OTHER SOURCE OR THIRD-PARTY PROVIDER. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE, HOLD OR USE CPC AT ALL.

YOU MUST CAREFULLY READ THESE T&Cs AND THE WP BEFORE SUBSCRIBING TO PURCHASE OR ACQUIRING OR TRADING CPC BY ANY OTHER MEANS OR FROM ANY OTHER SOURCE, INCLUDING ON THE SECONDARY MARKET AND/OR THROUGH THIRD-PARTY PROVIDERS.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE ANY PORTION OF THESE T&Cs AT ANY TIME FOR ANY REASON. ALTHOUGH THE COMPANY AIMS TO INFORM KNOWN USERS OF SUCH CHANGES, THIS MAY NOT ALWAYS BE POSSIBLE. THUS, IT REMAINS

YOUR OBLIGATION TO REVIEW THESE T&Cs PERIODICALLY. ANY CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEBSITE. YOU ARE OBLIGED TO CHECK THE LATEST VERSION OF THESE T&Cs AND THE WP BEFORE SUBSCRIBING TO PURCHASE CPC OR ACQUIRING THEM FROM ANY OTHER SOURCE IN AN INITIAL OR SUCCESSIVE SALE ON THE SECONDARY MARKET OR FROM ANY OTHER SOURCE OR INDEED, EVEN TO USE OR HOLD THEM IN ANY FASHION. THE INFORMATION SET FORTH IN THE WP OR ANY OTHER DOCUMENT ALONE MAY NOT BE EXHAUSTIVE AND DOES NOT NECESSARILY IMPLY ANY ELEMENTS OF A CONTRACTUAL RELATIONSHIP. ALTHOUGH THE COMPANY WILL MAKE EVERY REASONABLE EFFORT TO ENSURE THAT ALL INFORMATION IN THE WP IS ACCURATE, THIS IN NO WAY CONSTITUTES PROFESSIONAL ADVICE. THE COMPANY DOES NOT GUARANTEE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, CURRENT STATE OR COMPLETENESS OF THE AVAILABLE INFORMATION, INCLUDING ANY PRESENTED BY THIRD-PARTY PROVIDERS OR ACTORS, DIRECTLY OR INDIRECTLY CONNECTED WITH THE COMPANY.

THE PURCHASER AGREES THAT UPON TAKING OWNERSHIP OR POSSESSION OF CPC IN ANY QUANTITY AND ON ANY PLATFORM HE AND THE COMPANY WILL BE BOUND AND THE HOLDING OR USAGE OF CPC REGULATED IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. CPC TOKEN TERMS

- 1.1. The CPC Token (Symbol: CPC), or any other name and/or ticker as the Company may determine from time to time, is a digital cryptographic token issued by the Company, pursuant to the present T&Cs and based on the Company's own proprietary blockchain known as CPCx0, and purchase and future handling of CPC from whatever source and on whatever platform requires access to generally accepted storage and transmission systems for the CPCx0 network.
- 1.2. The Company has, by resolution of its board of Directors, resolved to create the CPC constituted in the manner and carrying the rights set out in these T&Cs and the WP.
- 1.3. CPC is intended for use as contemplated by the Company in these T&Cs as of the date the Purchaser acquires CPC themselves. However, the Company can change, overhaul, modify its functionality, add or remove features, bonuses or advantages at its sole discretion at any time. Notwithstanding the above, CPCs will always be legally structured as strictly "utility" - and in any case unregulated - digital tokens.
- 1.4. CPC can be purchased, held and used at the sole discretion of the holder to the extent this does not conflict with these T&Cs or any relevant terms and conditions of any third-party provider or other source of purchase of CPC. CPC should only be purchased to be used within the Company's apps, platform and in general software, whether online or offline, and solely for entertainment or educational purposes.
- 1.5. The Company is not an investment advisor and does not give investment advice to you. CPC is not a security or a capital market product or a specified investment or a regulated token or defined by any other wording with similar meaning in any jurisdiction in any way and by any interpretation, even broad, of current and relevant International standards.
- 1.6. CPCs rank pari passu equally and ratably without discrimination or preference amongst themselves.
- 1.7. The Company will use its reasonable endeavours to list CPC in one or more cryptocurrency Exchange following the first issue, including upon the completion of any Initial Exchange Offer and in accordance with that Offer's terms. However there is no firm listing obligation for the Company to list and/or keep listed CPC on any centralized or decentralized cryptocurrency Exchange.
- 1.8. The Company can sell or assign CPC tokens directly through a public sale (ICO, IDO or other distribution methods) or through a private sale (seed round, private round, private sales) directly or indirectly using any other corporate vehicle within the Company's group. r. Any direct sale of CPC tokens is subject to full KYC/KYB/AML/CFT and Source-of-Funds due diligence. No tokens will be sold or assigned for any reason to Restricted Persons or also to any other individual or entity failing to comply with any token sale due diligence policy and procedure as the Company may from time to time establish at its sole and full discretion.

- 1.9. In the event of security breach or any failure or defect related to the CPCx0 network or any of the CPC Token related smart contracts, resulting in permanent loss of access of the holders to the CPC Token account or the any CPC related smart contracts, the Company may replace the CPC Tokens with new ones of the same value and subject to the same terms, provided that existing holders are adequately informed by timely publishing of a notice on the Company's relevant website and email notification where possible no less than 90 days before any change is finalized.
- 1.10. In addition to these terms, CPC will be subject to the technical (and legal, if relevant) terms of the smart contract with which they are issued.
- 1.11. In case of a direct sale of CPC, Purchaser may have to complete and sign any additional Schedules to the present T&Cs as may be required by the Company.
- 1.12. The Company can provide, amend or remove at anytime and in anyway a CPC "staking" or locking facility on its website, app, or software in general. Such facility will allow the Purchaser or in any case holder of CPC tokens to lock such tokens in a smart contract provided by the Company for the purpose of stabilizing the CPC market value. Any Purchaser or holder of CPC tokens locking the tokens in this manner is a "Staker". Stakers might receive variable periodic or occasional rewards of a mixed type, quantity and nature for their staking action as set out from time to time by the Company. Any Staker automatically waives any right on any staked token for the duration of the staking, and fully discharges the Company from any loss of CPC tokens not arising from ill-will on the Company's part.
- 1.13. These provisions are intended to benefit each holder of CPC from time to time, and may be enforced by any such holder of CPC. In acquiring any CPC from whatever source each holder of CPC acknowledges and agrees that any purchase of CPC is subject to all information relating to the Company, its group or the CPC posted on the Company's website, from time to time, together with these T&Cs and related to any form of token sale or placement (as amended, varied or replaced from time to time).
- 1.14. Any timeline or roadmap in relation the CPCx0 project or the CPC token, wherever and whenever published by the Company, including but not limited to on the WP, website and/or on any social media or communication network or medium is to be intended a non-binding general guideline, subject to changes of any kind to the Company's sole and absolute discretion.

2. COMPLIANCE CONSIDERATIONS

- 2.1. YOU SHALL NOT ACQUIRE CPC IF YOU ARE A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF AND/OR IN: (I) ANY JURISDICTION IN WHICH SUCH OFFER AND/OR PURCHASE OF CPC IS NOT AUTHORIZED OR EXPLICITLY ILLEGAL; OR (II) ANY JURISDICTION IN WHICH THE SUBJECT MAKING SUCH OFFER AND/OR PURCHASE IS NOT QUALIFIED TO DO SO; OR (III) THE U.S.A., THE PEOPLE'S REPUBLIC OF CHINA, THE ONTARIO STATE OF CANADA, AND ANY COUNTRY, REGION OR JURISDICTION LISTED OR INDICATED IN THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST, AND THAT MAY INCLUDE BUT ARE NOT NECESSARILY LIMITED TO THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA, DEMOCRATIC REPUBLIC OF THE CONGO, IRAN, IRAQ, LIBYA, SOMALIA, SOUTH SUDAN, SUDAN, YEMEN. IN ANY MOMENT THE COMPANY CAN ADD OR AMEND THE RESTRICTED JURISDICTIONS WITHOUT ANY PREVIOUS WARNING WHATSOEVER. (**"RESTRICTED JURISDICTION"** AND ANY PERSON IN A RESTRICTED JURISDICTION, A **"RESTRICTED PERSON"**). THE TERM **"RESTRICTED PERSONS"** REFERS TO ANY INDIVIDUAL NATURAL PERSON, FIRM, COMPANY, PARTNERSHIP, TRUST, CORPORATION, ENTITY, GOVERNMENT, STATE OR AGENCY OF A STATE OR ANY OTHER INCORPORATED OR UNINCORPORATED BODY OR ASSOCIATION, ASSOCIATION OR PARTNERSHIP (WHETHER OR NOT HAVING SEPARATE LEGAL PERSONALITY) THAT IS ESTABLISHED AND/OR SUBJECT TO AND/OR LAWFULLY EXISTING UNDER THE LAWS OF A RESTRICTED JURISDICTION.
- 2.2. The CPC Tokens are not intended to constitute and shall not constitute securities or capital market products or specified investments or regulated tokens in any jurisdiction. The owning or holding of CPC does not entitle you to any equity, governance, voting, or similar right or entitlement in the Company or any affiliated companies.

- 2.3. These T&Cs are not intended to constitute an offer of securities or a solicitation for investment in securities or capital market products in any jurisdiction. The Company does not provide any opinion or any advice to purchase, sell, or otherwise transact with CPC and the presentation, publication, or communication of all or any part of these T&Cs shall not form the basis of, or be relied upon in connection with, any contract or investment decision.
- 2.4. FOR THE AVOIDANCE OF DOUBT, NO PART OF THESE T&Cs SHOULD BE CONSIDERED TO BE BUSINESS, LEGAL, FINANCIAL, OR TAX ADVICE REGARDING THE COMPANY, THE CPCx0 PROJECT, CPC, THE CPC TOKEN SALE OR ANY OF THE MATTERS TO WHICH ALL OR ANY PART OF THE WP OR THESE T&Cs RELATES. YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR REGARDING THE WP OR THESE T&Cs. YOU SHOULD BE AWARE THAT YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF ANY PURCHASE OF TOKENS FOR AN INDEFINITE PERIOD OF TIME.

3. RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION OF INFORMATION

- 3.1. No regulatory authority has examined or approved these T&Cs, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of these T&Cs to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.
- 3.2. The distribution or dissemination howsoever of all or any part of these T&Cs may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any such restriction applies, you are responsible for informing yourself in respect of the same and for observing any such restrictions which are applicable to your possession and/or dissemination of all or any part of these T&Cs at your own expense and without liability to the Company.
- 3.3. Persons to whom a copy of all or any part of these T&Cs has been distributed or disseminated, provided access to or who otherwise have all or any part of these T&Cs in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any information contained herein for any purpose whatsoever nor permit nor cause the same to occur.

4. CAUTIONARY NOTES ON FORWARD-LOOKING STATEMENTS

- 4.1. All Statements contained in these T&Cs, in the WP statements made in any press releases or in any place accessible by the public and oral statements that may be made by the Company, or representatives of the Company (as the case may be) that are not statements of historical fact, constitute "forward-looking statements." Some of these statements can be identified by forward-looking terms such as "aim," "target," "anticipate," "believe," "could," "estimate," "expect," "if," "intend," "may," "plan," "possible," "probable," "project," "should," "would," "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the financial position, business strategies, plans and prospects and the future prospects of the industry which the Company is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Company's revenue profitability and growth, expected revenue profitability and growth, prospects, future plans, other expected industry trends and other matters discussed in these T&Cs regarding the Company are matters that are not historic facts, but only estimations and predictions. The Company does not make any representation or warranty on having made any predictions or estimates or expectations on the basis of any formula, any mathematical or scientific modelling or forecast, or having made any due and proper enquiries or having undertaken any independent research or studies or otherwise. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the Company to be materially different from any future results, performance, or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:
- a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Company conducts business and operations.
 - b) the risk that the Company may be unable to execute or implement its business strategies and future plans;

- c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- d) changes in the anticipated growth strategies and expected internal growth of the Company;
- e) changes in the availability and fees payable to the Company in connection with either or both of their business and operations;
- f) changes in the availability and salaries of employees who are required by the Company to operate either or both of its business and operations;
- g) changes in preferences of customers of the Company;
- h) changes in competitive conditions under which the Company operate, and its ability to compete under such conditions;
- i) changes in the future capital needs of the Company and the availability of financing and capital to fund such needs;
- j) war or acts of international or domestic terrorism;
- k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Company;
- l) other factors beyond the exclusive control of the Company; and
- m) any risk and uncertainties associated with the Company and either of their businesses and/or operations and/or the CPC token.

4.2. All forward-looking statements made by or attributable to the Company and/or Company's Team are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of the Company to be materially different from that expected, expressed or implied by the forward-looking statements in these T&Cs, undue reliance must not be placed on these statements.

4.3. These forward-looking statements are only applicable as of the date of the relevant T&Cs. Neither the Company nor the Company's Team nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of the Company will be discussed in these forward-looking statements. The actual results, performance or achievements of the Company may differ materially from those anticipated in these forward-looking statements.

Nothing contained in these T&Cs is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company. Furthermore, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

5. PURCHASER REPRESENTATIONS AND WARRANTIES

5.1. When you purchase, or otherwise receive a CPC, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring, holding or using any CPC:

- a) you have read and understood both these T&Cs and the WP;
- b) you are, and will be at all time during your use of the Website, and/or CPC, fully compliant with these T&Cs;
- c) you have the necessary authority to accept and enter into or anyway be subject to these T&Cs and perform the obligations contained herein;
- d) the distribution or dissemination of these T&Cs, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any

restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Company;

- e) you are fully aware of and understand that you are not eligible to purchase, hold or use any CPC if you are a citizen, national, resident (tax or otherwise) and/or green card or equivalent document holder of a Restricted Jurisdiction or if you are a Restricted Person;
- f) you are not acquiring and will not transfer any CPC within any Restricted Jurisdiction and will not engage in any activity relating to the sale or trade of CPC in any Restricted Jurisdiction, including on the secondary market.
- g) you will not transfer directly or indirectly any of your CPC or any interest therein to a Restricted Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.
- h) you are legally permitted to receive and hold and make use of CPC in your and any other relevant and/or applicable jurisdiction;
- i) neither the Company nor any of the Company Team has provided you with any advice regarding whether CPC is an investment at all and in any case if it is suitable for you;
- j) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ethereum, as well as blockchain-based software systems generally;
- k) you take sole responsibility for any restrictions and risks associated with receiving and holding CPC;
- l) by acquiring CPC, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- m) you agree and acknowledge that CPCs do not constitute securities, or any variation of this term with the same meaning, in any form in any jurisdiction;
- n) you agree and acknowledge that in the case where you wish to purchase, trade or exchange any CPC, the CPC are not to be construed, interpreted, classified or treated as: any kind of currency, e-money or commodity; debentures, stocks or shares issued by any person or entity (whether the Company or otherwise); rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme, units in a business trust or derivatives of units in a business trust; or any other security or class of securities;
- o) your acquisition of CPC does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- p) you understand that CPC confers only a limited potential future right or expectation to use and interact with the Company as more particularly described in WP, and that CPCs do not confer any other rights of any kind with respect to the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
- q) you will supply to the Company all information, documentation or copy documentation that is required in order to allow it to accept your purchase of CPC and allocate CPC to you only in the case of a direct sale from the Company and the Company's Website; and you will instead comply with any relevant Terms, requirements, information or documentation requests including for appropriate KYC/AML screening as set by any third-party provider, Exchange, OTC trader, cryptocurrency broker and indeed any other source when you

acquire, purchase, exchange or trade the token not directly from and with the Company, be it as an initial or successive token sale, or placement in the secondary market;

- r) in case of a direct sale only, you have not supplied the Company with information relating to your acquisition of CPC or otherwise which is false, inaccurate or misleading;
- s) in case of a direct sale, you will provide the Company with any additional information which may be reasonably required in order that it can fulfil its legal, regulatory and contractual obligations, including but not limited to any anti-money laundering and KYC (“Know Your Client”);
- t) in case of a direct sale, you will notify the Company promptly of any change to the information supplied by you;
- u) you are of a sufficient age (if an individual) to accept these T&Cs, enter into a binding agreement with the Company and legally obtain CPC directly or from whatever source, and you are not aware of any other legal reason to prevent you from obtaining CPC;
- v) you are not obtaining, trading, exchanging or using CPC for any illegal purpose, and will not use CPC for any illegal purpose;
- w) in case of a direct sale only, your contribution for the purchase of CPC tokens – if sent in the form of another digital currency – shall be transferred to the Company from a wallet or address or account directly in your own name and of which you had full legitimate ownership and control of, including exclusively holding its private key.
- x) you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a Country or territory that is the subject of a countrywide or territory-wide sanctions by any government and/or regulatory authority;
- y) you will comply with any and all tax obligations in your jurisdiction of domicile or residency and/or incorporation/registration in relation to the purchasing, holding, trading or exchanging of CPC;
- z) to the extent permitted by law, you waive any right you may have and/or obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of CPC, including third-party providers or suppliers, exchanges or other intermediaries;
- aa) to the extent permitted by law and provided the Company acts in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of CPC and/or the CPCx0 network;
- bb) you accept that CPC is created and you obtain CPC on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company issued CPC without being able to provide any warranties in relation to CPC, including, but not limited to, title, merchantability or fitness for a particular purpose;
- cc) you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of CPC (ii) the potential appreciation or depreciation in the value of CPC over time, if any, (iii) the sale and purchase of CPC; and/or (iv) any other action or transaction related to CPC has any tax implications.

6. ALL PURCHASES OF CPC ARE FINAL

6.1. ALL DIRECT OR INDIRECT PURCHASES OF CPC ARE FINAL. PURCHASES OF CPC ARE NON-REFUNDABLE. BY PURCHASING CPC, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS,

EMPLOYEES, AGENTS OR SHAREHOLDERS INCLUDING BUT NOT LIMITED TO THE COMPANY'S TEAM ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

6.2. IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING CPC CREATE MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR CPC, THE COMPANY RESERVES THE RIGHT TO EITHER WAIVE AND NULLIFY OR FORCEFULLY BUYOUT ALL CPC FROM SUCH CPC OWNERS AT THE THEN-EXISTING MARKET PRICE.

6.3. CPC purchases, sales, and any other form of trading, including exchange to and from other cryptocurrencies or Digital Token and/or fiat or regular money completed through an intermediary, an Exchange (centralized or decentralized), a third-party provider or indeed any other source than the Company will be regulated by that source's terms, including in relation to compliance and due diligence obligations, and the Company hereby declines any responsibility over any non-direct sale or acquisition of any CPC tokens.

7. TAX OBLIGATIONS

7.1. The Purchaser bears the sole responsibility to determine if the purchase of CPC with fiat USD, EUR or any other currency, be it digital or traditional, or the potential appreciation or depreciation in the value of CPC over time has tax implications for the Purchaser in the Purchaser's home jurisdiction, regardless of when or how he acquired any CPC and from whatever source.

7.2. By purchasing CPC, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase, holding or sale of CPCs.

8. COPYRIGHT OF COMMUNICATIONS

8.1. You agree that any materials, information or communications transmitted between you and the Company in any form, or between you and any other Company's user as the case may be, are non-confidential and will become the sole exclusive property of the Company.

8.2. The Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

9. TERMINATION

9.1. The Company may terminate or suspend your License to use CPC – if within its technical capability – without prior notice or liability for any reason whatsoever, including (but not limited to) breaching of any element, however minor, of these T&Cs. Nothing in these T&Cs or in any other communication or action by the Company or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

9.2. THE USE OR HOLDING OF CPC IS UNAUTHORIZED IN ANY RESTRICTED JURISDICTION OR ANY OTHER THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE T&Cs AND SUCH UNAUTHORIZED USE COULD RESULT IN THE TERMINATION OR SUSPENSION OF YOUR LICENCE TO USE ANY SERVICES AVAILABLE THEREUNDER, INCLUDING THE OWNERSHIP AND USAGE OF CPC AND OF THE CP PLATFORM.

9.3. All provisions of these T&Cs which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

10. ASSIGNMENT

10.1. The Company reserves the right to assign any and all of its rights or obligations hereunder to a third party without your written consent. On the contrary, you shall not assign any or all of your rights or obligations hereunder to any third person or entity whatsoever.

11. FORCE MAJEURE

11.1. The Company and its Team are not jointly or separately liable for failure to perform an

uphold any provision of these T&Cs or of the WP solely caused by any case of force majeure or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the T&Cs, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

12. NO REPRESENTATIONS

12.1. The Company does not make or purports to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy, and completeness of any of the information set out in the WP and/or these T&Cs.

13. DISCLAIMER OF WARRANTIES

13.1. THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER, REGARDLESS OF THE SOURCE OF THE PURCHASE INCLUDING DIRECTLY FROM THE COMPANY OR FROM A THIRD-PARTY PROVIDER, SELLER, SUPPLIER, EXCHANGE, BROKER, OTC DESK AND INDEED ANY OTHER SIMILAR INTERMEDIARY IS PURCHASING, HOLDING OR USING CPC AT THE PURCHASER'S SOLE RISK AND THAT CPC IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.2. Without limiting the foregoing, none of the Company Team warrants that the process for purchasing CPC directly from the Company or from any other source will be uninterrupted or error-free.

14. LIMITATIONS OF LIABILITY

14.1. The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to: (i) use of, or inability to use, CPC and/or any software element of the CPCx0 project network, online or offline; or (ii) the Company Team under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the Company Team shall be liable for:

- a) any loss of profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the services or products or CPC by the Company or any breach of any of these T&Cs by you or any third party;
- b) any security risk such as hacker attacks, loss of password, loss of private key, or similar;
- c) mistakes or errors in code, text, or images involved in the CPC token sale, CPCx0 software or in the WP or these T&Cs; or
- d) any information contained in the WP and/or these T&Cs or any expectation, promise, representation, or warranty arising (or purportedly arising) therefrom;
- e) any losses resulting from the volatility in pricing of CPC tokens in any countries and on any exchange or market (regulated, unregulated, centralized, decentralized, primary, secondary, or otherwise);
- f) any losses or damages arising out of, or in connection with, the purchase, use, sale, or any exchange of the CPC tokens from whatever source; or
- g) arising out of, or in any way connected to, your failure to properly secure any private key to a wallet containing CPC tokens or otherwise have in place safeguarding mechanisms for any other wallet, including ones hosted on third-party Exchanges;

(collectively, the “**Excluded Liability Matters**”).

- 14.2. To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally waive: (i) all and any claims (whether actual or contingent and whether as an employee, office holder, trustee, or in any other capacity whatsoever or howsoever arising) including, without limitation, claims for or relating to the Excluded Liability Matters, any payment or repayment of monies, indemnity or otherwise that you may have against the Company or against any of the Company’s Team; and (ii) release and discharge the Company and all of the Company’s Team from any and all liability (or whatsoever nature or howsoever arising) it or they may have to you.
- 14.3. The Purchaser further specifically acknowledges that the Company’s Team is not liable for the conduct of third parties, including intermediaries, Exchanges, OTC traders and any other source or supplier as well as other purchasers of CPC, and that the risk of purchasing and using CPC rests entirely with the purchaser.
- 14.4. To the extent permissible under applicable laws, under no circumstances will any of the Company Team be liable to any Purchaser for an amount greater than the lesser of:
- a) the amount that the Purchaser paid to the Company or from a direct or indirect third party or affiliate for the purchase of CPC; or
 - b) US\$0.00001
- 14.5. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the T&Cs may not apply to a specific Purchaser. In particular, nothing in these T&Cs shall affect the statutory rights of any purchaser or exclude injury arising from any wilful misconduct or fraud of the Company Team. Regardless of the validity in a specific jurisdiction and/or for a specific Purchaser of any single provision of these T&Cs, this will not affect the validity of any other provision or of the document as a whole.

15. INDEMNIFICATION

- 15.1. To the fullest extent permitted by applicable law, you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company and the Company Team from and against all claims, demands, actions, damages, losses, costs and expenses (including without any limitation all legal costs and expenses) that arise from or relate to: (i) your purchase or use of CPC however and from wherever you acquired it; (ii) your responsibilities or obligations under these T&Cs; (iii) your violation of these T&Cs; or (iv) your violation of any rights of any other person or entity.
- 15.2. If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to these T&Cs, or otherwise attempt to pursue any such claim against the Company or any of the Company’s Team, then you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company and all Company’s Team fully on demand from and against:
- a) all liabilities or losses suffered by the Company and/or any Company’s Team; and
 - b) all reasonable costs, charges, and reasonable expenses (including without limitation legal costs and expenses) reasonably and properly incurred by the Company and/or any Company Team, in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you. If any provision or part-provision of this section is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this section.
- 15.3. The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this clause. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in these T&Cs.

16. COMPLETE AGREEMENT

- 16.1. These T&Cs set forth the entire understanding between the Purchaser and the Company with respect to the purchase, and sale of CPC, or its holding or usage in case the purchase, sale or any trading including exchange to or from any other digital or fiat currency was organized or performed or intermediated by any other third party provider, seller, trader, Exchange or any other source. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the T&Cs in determining purchase decisions and understands that the T&Cs govern the sale of CPC and supersede any public statements about the CPC token sale made by third parties or by the Company Team or individuals associated with any of the Company Team, past and present and during the CPC token sale. The Purchaser acknowledges that in acquiring any CPC it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these T&Cs.
- 16.2. Any Terms, T&Cs, contract or other legally relevant document accepted or signed or otherwise entered by the Purchaser or user or holder of CPC when purchasing, selling, trading, exchanging and so on any CPC from any other sources including but not limited to third-party providers, sellers, traders, exchanges, OTC Desks, be it as an initial or successive sale and in any primary, secondary, regulated, unregulated, centralized or decentralized market and so on will be in force in addition to the present T&Cs and not in lieu of them. The Company does not make any representation regarding the merit or the validity of such legal agreements and they will remain an exclusive matter between the Purchaser and the third-party provider.

17. LIMITATIONS TO SEVERABILITY

- 17.1. The Purchaser and the Company agree that if any portion of these T&Cs is found illegal or unenforceable in one or more jurisdictions, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof, in any other manner or jurisdiction, and without affecting the remaining provisions of the T&Cs, which shall continue to be in full force and effect.

18. NO WAIVER

- 18.1. The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these T&Cs or the Company's failure to exercise any right under these T&Cs shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance.
- 18.2. The express waiver by the Company of any provision, condition, or requirement of these T&Cs shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these T&Cs, no representations, statements, consents, waivers, or other acts or omissions by the Company Team shall be deemed a modification of these T&Cs nor be legally binding.

19. UPDATES TO THE T&CS

- 19.1. The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the T&Cs at any time by posting the amended T&Cs on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing, using or continue holding CPCs.

20. NO PARTNERSHIP OR AGENCY

- 20.1. Nothing in these T&Cs is intended to, or shall be deemed to, establish any partnership or joint venture between the Company and you or constitute any party the agent of another party.

21. SECURITY

- 21.1. You are responsible for implementing reasonable measures for securing your digital wallet, account in a third party Exchange, vault or other storage mechanism you use to receive and hold CPC purchased from the Company or from any other source, including any requisite private key(s) if relevant or any other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access

to your CPC. The Company is not responsible for any losses, costs or expenses relating to lost access credentials, wherever and however they happen.

22. LANGUAGE

22.1. Only English versions of these T&Cs and any or all of the Company's communications are considered official. The English version shall prevail in case of differences in translation.

23. JURISDICTION. NO CLASS ACTIONS.

23.1. These T&Cs and the WP and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or CPCs shall be governed by or construed in accordance with the law of the Marshall Islands. The Courts of the Marshall Islands will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or the CPC.

23.2. Any and all claims that might possibly be pursued by the Parties against each other will solely be on an individual basis. To that end, and for the avoidance of any doubt, the Company and the Purchaser hereby expressly waive their right to commence, to become a party to, to benefit from or to remain a participant in any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum and in any Country or jurisdiction, against the other.