

COP TOKEN PURCHASE AGREEMENT

This COP Token Purchase Agreement (“Agreement”) contains the terms and conditions that govern use of the ERC20 compatible CopPay token smart contract (the “CopPay Smart Contract”); and purchase of the ERC20 compatible CopPay tokens distributed on the Ethereum blockchain (“COP Tokens”); and is an agreement between you or the entity that you rightfully and legally represent (“Buyer” or “you”) and Spiget Investment Group UAB, a company duly registered and existing under the laws of Republic of Lithuania (“Spiget Investment Group UAB”). Buyer, Spiget Investment Group UAB are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Spiget Investment Group UAB and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

BUYER’S ACKNOWLEDGEMENTS.

Buyer acknowledges, understands and agrees to the following:

- **MATTERS RELATING TO COPPAY PLATFORM:**
 1. Spiget Investment Group UAB is developing the CopPay Platform (“CopPay Platform”) as further described in the White Paper (as it may be amended from time to time at Spiget Investment Group UAB’s sole discretion) (“White Paper”), which can be accessed at https://coppay.io/docs/CopPay_Whitepaper_EN.pdf
 2. Spiget Investment Group UAB reserves the right to arrange and perform additional token distributions and any related distribution events [1] in accordance with the Whitepaper, which can be amended by Spiget Investment Group UAB unilaterally at any time[2].
 3. At the end of its[3] development stage, Spiget Investment Group UAB or nominated by Spiget Investment Group UAB subsidiary, affiliated company or subcontractor will be releasing the CopPay Platform;
- **BINDING AGREEMENT.** Buyer fully acknowledges, understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of COP Tokens[4].
- **NO U.S. PURCHASERS.** COP Tokens are not targeted at, offered or distributed to any U.S. persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia, or have any other minimal connection or any

other ties with the United States of America (“U.S. person”) **do not** purchase or attempt to purchase COP Tokens.

- **NO SINGAPORE PURCHASERS.** COP Tokens are not being offered or distributed to Singapore persons (as defined below). If you are citizen, resident of, or a person located or domiciled in Singapore or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of Singapore, or have any other minimal connection or any other ties with the state of Singapore (“Singapore person”) **do not** purchase or attempt to purchase COP Tokens.
- **COP TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES.** COP Tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, including without limitation any uses, purposes, attributes, functionalities or features except those that are provided by CopPay Platform and this Agreement.
- **PURCHASE OF COP TOKENS.** Any price and/or other amounts paid for CopPay tokens are non-refundable. Such purchases cannot be cancelled or withdrawn in any other way. Buyer acknowledges understands and agrees that there is a risk of losing any and all amounts paid.
- **COP TOKENS MAY HAVE NO VALUE.** Buyer acknowledges understands and agrees the CopPay tokens may have no real value that can be neither calculated nor expressed in any material equivalent.
- **COP TOKENS PURCHASE CANCELATION.** Spiget Investment Group UAB reserves the right to refuse or cancel CopPay token purchase requests at any time in its sole discretion. Buyer acknowledges understands and agrees to the reserved right.
- **OTHER RISKS.** Please read the risks set forth in Section 7 carefully and in their entirety. Please contact Spiget Investment Group UAB immediately in case any questions arise.
- **DISPUTE RESOLUTION.** This Agreement provides for settlement of any potential disputes between the Parties by means of good faith negotiations in accordance with Article 9.1 hereof. In case of failure of such negotiations, the Agreement refers the Parties to arbitration in accordance with Article 9.2. [15]

ARTICLE ONE: ACCEPTANCE OF THE AGREEMENT AND PURCHASE OF COP TOKENS

- 1.1. This Agreement shall become effective and binding on the Parties either (a) from the moment Buyer ticks the check box on the official <CopPay.io> website (“Website”) to indicate and confirm that Buyer has read, acknowledged, understood and agrees to the terms of this Agreement; or if earlier (b) upon Consensus Lab’s GmbH receipt of the payment from Buyer. Buyer confirms that it has read in full and completely understood this Agreement and agrees to be bound by all the provisions thereof.
- 1.2. Website Terms of Use. Spiget Investment Group UAB has established Terms of Use for the Website located and available at <CopPay.io> (“Terms of Use”). Terms of Use may be amended at any time at Spiget Investment Group UAB’s

sole discretion. The latest version of the Terms of Use are hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to the Terms of Use. It is Buyer's responsibility to check the Website regularly for modifications to the Terms of Use.

- 1.3. White Paper. Spiget Investment Group UAB has prepared the White Paper, which is available at <CopPay.io>, describing matters relating to the CopPay Platform^[6]. The White Paper, as it may be amended from time to time at Spiget Investment Group UAB's sole discretion. The latest version of the White Paper is hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to the White Paper. It is Buyer's responsibility to check the Website regularly for modifications to the White Paper. .
- 1.4. In case of conflict between provisions of the White Paper and of this Agreement, the Agreement prevails.
- 1.5. COP Tokens.
 - a. Purpose. COP Tokens owners have the right to exchange COP Tokens on the genuine CopPay SP tokens (the "CopPay SP Tokens"). 1 (one) COP Token can be exchanged on 1 (one) CopPay SP Token
 - b. Payment Moment. The payment for COP Tokens is deemed to be committed only after the receipt of Ether ("ETH") by CopPay Smart Contract.
 - c. Tradability of COP Tokens. COP Tokens may be tradable. COP Tokens are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument as may be defined by any national legislation.
 - d. Spiget Investment Group UAB's Responsibility Limitation. The obligation of Spiget Investment Group UAB to send COP Tokens is considered fulfilled after the dispatch of COP Tokens by Spiget Investment Group UAB. Spiget Investment Group UAB is not responsible for any Ethereum network congestion or failures.
 - e. CopPay Vouchers. COP Tokens give the right to obtain CopPay Vouchers. The terms of CopPay Vouchers distribution will be clarified in White Paper.
 - f. Spiget Investment Group UAB's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of COP Tokens will be utilized by Spiget Investment Group UAB in its sole discretion.

ARTICLE TWO: COP TOKENS DISTRIBUTION

- 2.1. Allocation and Distribution of COP Tokens. Spiget Investment Group UAB intends to allocate and distribute COP Tokens in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing ("CopPay Distribution Period") and pricing of the

COP Token Distribution and the number of COP Tokens to be distributed. During the CopPay Distribution Period, Spiget Investment Group UAB will provide specific procedures on how Buyer should purchase COP Tokens through the Website. By purchasing COP Tokens, Buyer acknowledges, understands and has no objection to such procedures and material specifications. Failure to use the Website and follow the procedures may result in Buyer not receiving any COP Tokens. Buyer acknowledges and accepts that any Buyer of COP Tokens may lose some or all of the amounts paid in exchange for COP Tokens, regardless of the purchase date. The access or use of the CopPay Smart Contract and/or the receipt or purchase of COP Tokens through any other means other than the Website are not sanctioned by Spiget Investment Group UAB or agreed in any way by the Parties. Buyer should take great care that the website used to purchase COP Tokens is the Website having the following universal resource locator (URL): <CopPay.io>.

2.2. No U.S. and Singapore Buyers. COP Tokens are not offered to U.S. and Singapore persons. U.S. persons and Singapore persons are strictly prohibited and restricted from using the CopPay Smart Contract and/or purchasing COP Tokens. Spiget Investment Group UAB is neither soliciting purchases by U.S. persons or Singapore persons nor targeting the COP Tokens at U.S. persons or Singapore persons in any way. If a U.S. person or a Singapore person uses the CopPay Smart Contract and/or purchases COP Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis in violation of Terms of Use, and this Agreement is null and void. Spiget Investment Group UAB is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a Singapore person as Buyer or Buyer has entered into this Agreement or has purchased COP Tokens on behalf of a U.S. person or a Singapore person, and Spiget Investment Group UAB may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person or Singapore person who uses the CopPay Smart Contract and/or purchases COP Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Spiget Investment Group UAB and Spiget Investment Group UAB's 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 ("Spiget Investment Group UAB Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses ("Damages") incurred by a Spiget Investment Group UAB Party that arises from or is a result of such U.S. person's or Singapore person's unlawful, unauthorized or fraudulent use of the CopPay Smart Contract and/or the receipt or purchase of COP Tokens.

2.3. Allocation and Participation of COP Tokens to Spiget Investment Group UAB Parties. Buyer understands and consents to the participation of the Spiget

Investment Group UAB's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of COP Tokens, including people who may work on the development and implementation of the CopPay Platform or who may work for Spiget Investment Group UAB's future businesses which Spiget Investment Group UAB may establish with a portion of the proceeds from the COP Token Distribution. 19% of COP Tokens will be distributed to the project team, 1% to project advisors, 2% to bounty program participants and 8% to initial investor. The duration of COP Tokens Distribution is 30 days from launch. All such Spiget Investment Group UAB Parties will participate on the same terms as every other buyer of COP Tokens and will be bound by this Agreement.

- 2.4. No Representations and Warranties. COP Tokens will be distributed to buyers thereof pursuant to the Agreement. None of the Spiget Investment Group UAB Parties makes any representations or warranties, express or implied, including without limitation any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the CopPay Smart Contract or COP Tokens or their utility, or the ability of anyone to purchase or use COP Tokens. Without limiting the foregoing, none of the Spiget Investment Group UAB Parties represent or warrant that the process of purchasing COP Tokens or receiving COP Tokens will be uninterrupted or error-free or that COP Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive COP Tokens and may lose the entire amount Buyer paid to Spiget Investment Group UAB. Buyer shall provide an accurate digital wallet address to Spiget Investment Group UAB for receipt of any COP Tokens distributed to Buyer pursuant to the CopPay Smart Contract.
- 2.5. Not an Offering of Securities, Commodities, or Swaps. The sale of COP Tokens and COP Tokens themselves are not software, securities, commodities, swaps on either securities or commodities or a financial instrument of any kind as may be determined by any national legislation. Purchases and sales of COP Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including without limitation the White Paper and Terms of Use do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.
- 2.6. Not an Investment. Buyer should not participate in the purchase of COP Tokens for investment purposes. COP Tokens are not designed for investment purposes and should not be considered as a type of investment as may be defined by any national legislation.
- 2.7. No Guarantee to Launch the CopPay Platform. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Spiget Investment Group UAB that: (a) the

CopPay Platform will ever be adopted; (b) the CopPay Platform will be adopted as developed by Spiget Investment Group UAB and not in a different or modified form; (c) a smart contract utilizing or adopting the CopPay Platform will ever be launched.

ARTICLE THREE: NO OTHER RIGHTS CREATED

- 3.1. No Loan or Ownership Interest. The purchase of COP Tokens: (a) is not a loan to Spiget Investment Group UAB as may be defined by any national legislation; and (b) does not provide Buyer with any ownership or other interest in Spiget Investment Group UAB.
- 3.2. Intellectual Property. Spiget Investment Group UAB retains all right, title and interest in all of its intellectual property in relation to CopPay Platform, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Spiget Investment Group UAB's intellectual property for any reason without Spiget Investment Group UAB's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

- 4.1. Security and Data Privacy.
 - a. Buyer will implement necessary and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of COP Tokens; (ii) private keys to Buyer's wallet or token account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's COP Tokens and/or access to Buyer's account. Spiget Investment Group UAB is under no obligation to reimburse or in any other way compensate any COP Tokens to which the Buyer has lost access. Buyer acknowledges, understands and agrees that all purchases of COP Tokens are non-refundable and Buyer will not receive money or other compensation for any COP Tokens purchased.
 - b. Additional Information. Upon Spiget Investment Group UAB's request, Buyer will immediately provide to Spiget Investment Group UAB any and all information and documents that Spiget Investment Group UAB, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include but are not limited to passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Spiget Investment Group UAB disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Spiget Investment Group UAB may refuse to distribute COP Tokens to Buyer or to

utilize COP Tokens in the CopPay Platform until such requested information is provided.

- 4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of COP Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for the compliance with any such tax obligations the Buyer may have; and (c) Spiget Investment Group UAB bears no liability or responsibility with respect to any tax consequences to Buyer; (d) COP Tokens price does not include VAT or consumption or any other related tax. Buyer may be considered as tax agent in accordance with the laws of his/her tax residency.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying COP Tokens, Buyer represents and warrants to each of the Spiget Investment Group UAB Parties that:

5.1. Not a US Person: Buyer is not a U.S. person as defined and indicated in Buyer's Acknowledgements and Article 2.2 hereof.

5.2. Not a Singapore Person: Buyer is not a Singapore person as defined and indicated in Buyer's Acknowledgements and Article 2.2.

5.3. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the CopPay Smart Contract, purchase COP Tokens, and to carry out and perform its obligations under this Agreement.

- a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase COP Tokens.
- b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.4. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

5.5. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.6. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets,

smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of COP Tokens, including but not limited to the matters set forth in this Agreement, and is able to bear any and all risks related therewith, including loss of all amounts paid, loss of COP Tokens. Buyer is able to bear liability to Spiget Investment Group UAB Parties and any other third parties for its misacts and omissions, including those constituting breach of this Agreement, negligence, fraud or wilful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase COP Tokens.

5.8. Funds; Payments.

- a. Funds. The funds, including virtual currency or cryptocurrency, Buyer uses to purchase COP Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use COP Tokens to finance, engage in, or otherwise support any unlawful activities.
- b. Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.9. Miscellaneous Regulatory Compliance.

- a. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law of any related jurisdiction, Buyer represents and warrants that it complies with all anti-money laundering and counter-terrorism financing requirements.
- b. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or COP Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with COP Tokens, is the subject of sanctions administered or enforced by any country or government ("Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

- 6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the CopPay Smart Contract and purchasing COP Tokens at the Buyer's sole risk and that the CopPay Smart Contract and COP Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Spiget Investment Group UAB and Buyer shall rely on its own examination and investigation thereof.

- 6.2. No Representation or Warranty. (A) SPIGET INVESTMENT GROUP UAB DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT THE COPPAY SMART CONTRACT AND COP TOKENS, SPIGET INVESTMENT GROUP UAB SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

COP TOKENS MAY HAVE NO VALUE. BUYER ACKNOWLEDGES AND ACCEPTS THAT IT MAY LOSE ANY AND ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with COP Tokens (including those not discussed herein), all of which could render COP Tokens lost, worthless or of little value:

- 7.1. Purchase Price Risk. The purchase price Buyer pays for COP Tokens depends upon the actions of all other users sending ETH to the CopPay Smart Contract during the same period. Everyone sending ETH during the same period receives the same price. It is possible for other buyers to send in a large amount of ETH after Buyer has made a payment, and therefore dramatically increase the price Buyer and everyone else pays per COP Token received. There are no guarantees as to the price of COP Tokens purchased by Buyer and no guarantees that the price per COP Token determined each period by the market will be equal to or higher in the subsequent periods of the CopPay Distribution Period. There is the possibility that the price per COP Token in subsequent periods of the CopPay Distribution Period falls below the price paid by initial buyers of COP Tokens during the CopPay Distribution Period. Spiget Investment Group UAB reserves the right to change the duration of the CopPay Distribution Period for any reason, including, without limitation, bugs in the CopPay Smart Contract or the unavailability of the Website or other unforeseen procedural or security issues.
- 7.2. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the CopPay Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive COP Tokens the same day Buyer sends ETH.
- 7.3. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's

transaction when Buyer wants or Buyer's transaction may not be included at all.

- 7.4. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in COP Tokens at any time, or for the price Buyer paid. By using the CopPay Smart Contract or by purchasing COP Tokens, Buyer acknowledges, understands and agrees that: (a) COP Tokens may have no value; (b) there is no guarantee or representation of liquidity for COP Tokens; and (c) the Spiget Investment Group UAB Parties are not and shall not be responsible for or liable for the market value of COP Tokens, the transferability and/or liquidity of COP Tokens and/or the availability of any market for COP Tokens through third parties or otherwise.
- 7.5. Token Security. COP Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the CopPay Smart Contract or COP Tokens in a variety of ways, including but not limited to malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and COP Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect COP Tokens or result in the loss of Buyer's COP Tokens, the loss of Buyer's ability to access or control Buyer's COP Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of COP Tokens are not guaranteed any remedy, refund or compensation.
- 7.6. Access to Private Keys. COP Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing COP Tokens will result in loss of such COP Tokens, access to Buyer's COP Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's COP Tokens. Spiget Investment Group UAB is not responsible for any such losses. Buyer acknowledges, understands and accepts the risk related to the loss of private keys.
- 7.7. Reliance on Third-Parties. Even if completed, the CopPay Platform will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the CopPay Platform.
- 7.8. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's COP Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the

CopPay Platform of which Spiget Investment Group UAB makes no representation or guarantee.

- 7.9. Exchange and Counterparty Risks. If Buyer sends ETH to the CopPay Smart Contract from an exchange or an account that Buyer does not control, pursuant to the CopPay Smart Contract, COP Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's COP Tokens. If Buyer chooses to maintain or hold COP Tokens through a cryptocurrency exchange or other third party, Buyer's COP Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the CopPay Platform. By using the CopPay Smart Contract and/or by purchasing COP Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the CopPay Smart Contract through an exchange account and/or holds COP Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.
- 7.10. Hardfork and Ethereum blockchain collapse risks. Buyer is aware of the specifics of Ethereum blockchain technology. In case hardfork or double spending (51% attack) in Ethereum blockchain, all or part of COP Tokens and the CopPay Smart Contract may be lost or become unavailable to exploit. Spiget Investment Group UAB may not be held liable for any Damages or any other losses caused by these events and does not guarantee the safety and stability of COP Tokens, received ETH or the CopPay Smart Contract.
- 7.11. Changes to the CopPay Platform. The CopPay Platform is still under development and may undergo significant changes over time. Although Spiget Investment Group UAB intends for the CopPay Platform to have the features and specifications set forth in the White Paper, Spiget Investment Group UAB may make changes to such features and specifications for any number of reasons, and any party that adopts the CopPay Platform also may make changes, any of which may mean that the CopPay Platform does not meet Buyer's expectation.
- 7.12. Project Completion. The development of the CopPay Platform may be abandoned for a number of reasons, including but not limited to lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 7.13. Uncertain Regulatory and Legal Framework. The regulatory and legal status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact COP Tokens in various ways, including, for example, through a determination that COP Tokens are regulated financial instruments that require registration. Spiget Investment Group UAB may cease the distribution of COP Tokens, the development of the CopPay Platform or

cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

- 7.14. Government Actions. As noted above, the industry in which Spiget Investment Group UAB operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Spiget Investment Group UAB and/or pursue enforcement actions against Spiget Investment Group UAB. Such governmental activities may or may not be the result of targeting Spiget Investment Group UAB in particular. All of this may subject Spiget Investment Group UAB to judgments, settlements, fines or penalties, or cause Spiget Investment Group UAB to restructure its operations and activities or to cease offering certain products or services, all of which could harm Spiget Investment Group UAB's reputation or lead to higher operational costs, which may in turn have a material adverse effect on COP Tokens including those purchased by the Buyer and/or the development of the CopPay Platform.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

- 8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Spiget Investment Group UAB Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Spiget Investment Group UAB Party. Each of the Spiget Investment Group UAB Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Spiget Investment Group UAB Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from any Spiget Investment Group UAB Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.2. Damages. In no circumstances will the aggregate joint liability of the Spiget Investment Group UAB Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Spiget Investment Group UAB from Buyer.
- 8.3. Force Majeure. Buyer understands and agrees that Spiget Investment Group UAB shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including but not limited to Acts of God, Second Coming, end of the world as it exists, industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, Ethereum blockchain hardfork, double spending attack, 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 protocol.
- 8.4. Release. To the fullest extent permitted by applicable law, Buyer releases the Spiget Investment Group UAB Parties from responsibility, liability, claims,

demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

8.5. Indemnification.

- a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Spiget Investment Group UAB Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation legal fees and expenses of counsel), incurred by any Spiget Investment Group UAB Party arising from or relating to: (i) Buyer's purchase or use of COP Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes wilful misconduct.
- b. Spiget Investment Group UAB reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Article 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Spiget Investment Group UAB.

ARTICLE NINE: DISPUTE RESOLUTION

- 9.1. Informal Dispute Resolution. Buyer and Spiget Investment Group UAB shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (“Dispute”). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute sent by one Party and being received by another Party, such Dispute shall be finally resolved by Binding Arbitration as defined in Article 9.2 below.
- 9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules). The number of arbitrators shall be three. One arbitrator shall be selected by Spiget Investment Group UAB, one arbitrator shall be selected by the Buyer, one arbitrator shall be nominated by arbitrators selected by the Parties. The seat, or legal place, of arbitration shall be London, England. Arbitration hearings will be held in Vilnius, Lithuania. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their 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. Spiget Investment Group UAB and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Spiget Investment Group UAB reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

- 9.3. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute is personal to Buyer and Spiget Investment Group UAB and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will 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, 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.

ARTICLE TEN: MISCELLANEOUS

- 10.1. Governing Law. This Agreement shall be governed in all respects, including but not limited to its formation, applicability, breach, termination, validity or enforceability according to the right and good *ex aequo et bono*.
- 10.2. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Spiget Investment Group UAB Party about COP Tokens, the CopPay Platform,
- 10.3. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall not affect any other provisions of the Agreement and shall be modified as to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 10.4. Modification of Agreement. Spiget Investment Group UAB may modify this Agreement at any time by posting a revised version on the Website, available at <CopPay.io.>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
- 10.5. Termination of Agreement. Survival. Spiget Investment Group UAB reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.
- 10.6. No Waivers. The failure by Spiget Investment Group UAB to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit Spiget Investment Group UAB's right to enforce such right or provision at a later time. All

waivers by Spiget Investment Group UAB must be unequivocal and in writing to be effective.

- 10.7. No Partnership. No Agency. No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.
- 10.8. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Spiget Investment Group UAB provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of COP Tokens, including this Agreement, may be provided by Spiget Investment Group UAB, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A

COP TOKEN DISTRIBUTION

The CopPay Token Distribution will take place over starting on August 28, 2017 at 12:00 UTC. Two billion three hundred twenty five million (2 325 000 000) COP Tokens will be distributed according to the schedule below:

1. 75,000,000 COP Tokens (3,2% of the total amount of COP Tokens to be distributed) will be distributed during a 14 day period beginning on August 28, 2017 at 12:00 UTC and ending on September 11, 2017 at 11:59:59 UTC.
2. 1 250,200,000 COP Tokens (53,8% of the total amount of COP Tokens to be distributed) will be distributed during a 31 day period beginning on October 30, 2017 at 12:00 UTC and ending on November 30, 2017 at 11:59:59 UTC
3. 999,800,000 COP Tokens (43% of the total amount of COP Tokens to be distributed) will be reserved for Spiget Investment Group UAB.