

Terms and conditions

Blockchain Natives OÜ – July 2019

1. Definitions

1.1 In these general terms and conditions, unless expressly stated otherwise, the following terms are used in the following meanings:

- **Services:** all services offered and performed by Blockchain Natives and third parties / employees engaged by it for the Client, including but not limited to services in support of the Client in the development and implementation of blockchain-based/internet-based business solutions, applications and websites.
- **Hosting services:** the hosting services to be operated by Blockchain Natives, whereby information to be made available by the Client can be consulted and / or with which electronic information can be exchanged and websites can be hosted; the registration and holding of domain names, the renting of web server space, and all other additional and supporting products and services.
- **Client:** the counterparty / client of Blockchain Natives
- **Agreement:** every mutual acceptance, confirmed in writing (including by e-mail or WhatsApp), of delivery of one or more Services by Blockchain Natives.
- **Parties:** Client and Blockchain Natives
- **Blockchain Natives or Blockchain Natives OÜ:** are trade names of the company Blockchain Natives OÜ, a registered Private Limited Company, established in Tallinn, Estonia with registry code: 14547185, and user of these Conditions.
- **Conditions:** these general conditions.

2. General

2.1 These terms and conditions apply to every offer, quotation and Agreement, insofar as the Parties have not deviated explicitly and in writing from these Terms and Conditions.

2.2 The Conditions also apply to all Agreements for the execution of which third parties must be involved.

2.3 The applicability of any purchase or other conditions of the Client is explicitly rejected.

2.4 If one or more provisions in these Terms and Conditions are null and void or have been declared void, the other provisions of these Terms and Conditions will remain fully applicable. In such a case, the parties will consult with each other in order to agree on new provisions to replace the null and void or nullified provisions, whereby the purpose and intent of the original provision will be taken into account if and insofar as possible.

3. Offers and quotations

3.1 The offers made by Blockchain Natives and made offers are without obligation; they are valid for 30 days, unless stated otherwise. Blockchain Natives is only bound to an offer if the acceptance thereof has been confirmed by the Client in writing within 30 days, unless stated otherwise.

3.2 If the acceptance deviates from the offer included in the quotation, Blockchain Natives is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Blockchain Natives indicates otherwise.

3.3 A composite quotation does not oblige Blockchain Natives to perform part of the Service (s) against a corresponding part of the stated price.

3.4 Offers or quotations do not automatically apply to future Assignments.

4. Execution of the agreement

4.1 Blockchain Natives will execute the Agreement to the best of its knowledge and ability. All this on the basis of the current state of knowledge at that time.

4.2 In so far as proper execution of the Agreement so requires, Blockchain Natives has the right to have certain work carried out by third parties.

4.3 Blockchain Natives shall take care in the performance of the Assignments given to it and in the selection of third parties to be engaged by it, which in the given circumstances can reasonably be expected of it. Blockchain Natives is not responsible for achieving the intended result. Blockchain Natives is not liable for a shortcoming or wrongful act of an engaged third party.

4.4 When engaging third parties, Blockchain Natives will enter into a non-disclosure agreement with third parties in the context of protecting sensitive information from the Client.

4.5 Blockchain Natives is not liable for damage of any kind, because Blockchain Natives assumed incorrect and / or incomplete information provided by the Client, unless this inaccuracy or incompleteness should have been known to Blockchain Natives.

4.6 If it has been agreed that the Agreement will be executed in stages, Blockchain Natives may suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.

4.7 If work is carried out by Blockchain Natives or third parties engaged by Blockchain Natives in the context of the Services at the location of the Client or a location designated by the Client, the Client shall provide the Customer with reasonable care

4.8 The Client indemnifies Blockchain Natives against any claims by third parties that suffer damage in connection with the performance of the Agreement and which can be attributed to the Client.

5. Modification of the agreement

5.1 If it appears during the execution of the Agreement that it is necessary for a proper execution to modify or supplement the work to be performed, the Parties will adjust the Agreement accordingly in a timely manner and in mutual consultation.

6. Contract duration; execution time

6.1 The Agreement between Blockchain Natives and the Client is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise, or the Parties expressly agree otherwise in writing.

6.2 If an Agreement has been agreed for a fixed term, the Agreement will always be tacitly renewed for the same period as the previous Agreement, unless otherwise agreed in writing.

6.3 If a term has been agreed within the term of the Agreement for the completion of certain work, this is never a strict deadline. In the event that the execution period is exceeded, the Client must therefore declare Blockchain Natives in default in writing. In the event of delay, the Client will reimburse the extra time / work to Blockchain Natives in accordance with the same rates, unless the delay is caused by intent or gross negligence on the part of Blockchain Natives.

7. Honorarium

7.1 Parties can agree on a fixed fee when the Agreement is concluded.

7.2 If no fixed fee is agreed, the fee will be determined on the basis of actually spent hours. The fee is calculated according to the usual hourly rates of Blockchain Natives, applicable for the period in which the Services are performed, unless a deviating hourly rate has been agreed upon.

7.3 The fee is, and any cost estimates are, unless expressly stated otherwise, exclusive of VAT and other government levies, as well as any unforeseen costs.

7.4 In the case of Agreements with a term of more than two months, the costs owed will be charged periodically.

7.5 Blockchain Natives is entitled to increase its prices / rates annually. Increases up to and including 4% can be made unilaterally by Blockchain Natives and are automatically accepted by the Client. Larger interim increases must be agreed in advance between the Parties.

7.6 The rates of Blockchain Natives are calculated per project, for reasons of emergency work, overtime and work during the weekend, Blockchain Natives charges a surcharge of 50%. Blockchain Natives has a tolerance of 20% on budgets.

8. Payment

8.1 Payment of Services delivered by Blockchain Natives must be made within 14 days of the invoice date, in a manner to be indicated by Blockchain Natives in the currency in which it is declared. Work in accordance with the Agreement is started after payment of the starting invoice for 50% of the total amount, unless otherwise agreed. Objections against the amount of the invoices do not suspend the payment obligation.

8.2 If the Client fails to pay any amount owed by him on time, or if the Client requests suspension of payments or is declared bankrupt, Client shall be in default by operation of law, without notice of default being required. In that case, all claims of Blockchain Natives are immediately due and payable in full. If, as a result of the aforementioned events, the services of Blockchain Natives is discontinued before the end of a calendar month, Blockchain Natives shall nevertheless be entitled to charge its rate for a full month. Client will then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount.

8.3 All extrajudicial and judicial costs relating to the collection are at the expense of the Client.

8.4 Blockchain Natives has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Blockchain Natives can, without being in default, refuse an offer of payment if the Client designates a different order for the allocation. Blockchain Natives can refuse full payment of the principal sum, if not also the interest and accrued interest as well as the costs are paid.

8.5 Over the time that the Client has been in default with the payment, Blockchain Natives may charge the (statutory) interest on the amount owed to it.

9. Reservation of ownership

9.1 All items delivered by Blockchain Natives, including designs, research, sketches, drawings, films, software, (electronic) files etc., etc., remain the property of Blockchain Natives until a phase as formulated in this quotation has been completed.

9.2 The Client is not entitled to pledge the items that fall under the retention of title or to encumber them in any other way.

9.3 If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to notify Blockchain Natives as soon as reasonably may be expected.

10. Complaints

10.1 Complaints about the Services performed must be reported in writing to Blockchain Natives by the Client within 8 days of discovery, but no later than 14 days after completion of the relevant Services, failing which the Client shall be deemed to have agreed to the entire invoice. The notice of default must contain as detailed a description as possible of the shortcoming, so that Blockchain Natives is able to respond adequately.

10.2 If the Client disputes the correctness of a part of an invoice, he is nonetheless obliged to pay the undisputed part. The Client is not entitled to rely on set-off / set-off.

10.3 If a complaint is well-founded, Blockchain Natives will still perform the Services as agreed, unless this has become demonstrably pointless for the Client. The latter must be made known by the Client in writing and substantiated. Blockchain Natives will assess whether this is actually the case.

10.4 If the performance of the agreed Services is no longer possible or useful, Blockchain Natives will only be liable within the limits of Article 13, unless this is the result of activities performed by the Client himself or by third parties engaged by the Client.

11. Cancellation

11.1 Both Parties may terminate the Agreement in writing by giving the other party 30 days advance notice.

11.2 If the Agreement is terminated prematurely by the Client, Blockchain Natives shall be entitled to compensation on account of the resulting loss of occupancy and plausibility, unless there are facts and circumstances underlying the termination that can be demonstrably attributed to Blockchain Natives. Furthermore, the Client is then obliged to pay the invoices for Services performed up to that time. The preliminary results of the Services performed up to that time will therefore be made available to the Client with reservation.

11.3 If the Agreement is prematurely terminated by Blockchain Natives, Blockchain Natives will, in consultation with the Client, ensure the transfer of work still to be performed to third parties, unless there are facts and circumstances underlying the termination that can be attributed to the Client. If the transfer of the work for Blockchain Natives entails extra costs, these will be paid to the Client.

12. Suspension and dissolution

12.1 Blockchain Natives is authorized to suspend compliance with the obligations under the Agreement or to dissolve the Agreement if:

- the Client does not or not fully comply with the obligations under the Agreement;
- After the conclusion of the Agreement, Blockchain Natives becomes aware of circumstances that give good grounds to fear that the Client will not fulfill its obligations. In the event that there is good reason to fear that the Client will only partially or improperly fulfill its obligations, the suspension is only permitted insofar as the shortcoming justifies it; or
- Client has been requested at the conclusion of the Agreement to provide security for the fulfillment of its obligations under the Agreement and this security is not provided or is insufficient.

12.2 In addition, Blockchain Natives is authorized to dissolve the Agreement (or have it dissolved) if circumstances arise which are of such a nature that compliance with the Agreement cannot be demanded or, according to standards of reasonableness and fairness, can be demanded or if circumstances arise of such nature that the unaltered maintenance of the Agreement cannot reasonably be expected.

12.3 If the Agreement is dissolved, the claims of Blockchain Natives on the Client are immediately due and payable. If Blockchain Natives suspends the fulfillment of the obligations, he retains his rights under the law and the Agreement.

12.4 Blockchain Natives always reserves the right to claim compensation.

13. Liability

13.1 The Client is entitled to compensation for the direct damage suffered by the Client, which is legally the result of an event or a series of related events for which Blockchain Natives is legally liable;

- if Blockchain Natives benefits from any insurance coverage for that damage, at most up to an amount equal to the insurance payment to be obtained by Blockchain Natives plus the excess of Blockchain Natives under that insurance; or
- if Blockchain Natives does not enjoy any cover under an insurance policy for that damage, up to an amount equal to the fee excluding VAT and additional costs incurred by Blockchain Natives in the year in which the event (s) took place when the relevant Service was granted (and) has been invoiced to the Client and paid to Blockchain Natives by the Client.

13.2 Blockchain Natives is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

13.3 Without prejudice to the provisions of the Estonian Civil Code, the Client's right to compensation shall in any event lapse 1 year after the date of the event from which the damage arises directly or indirectly and for which Blockchain Natives is liable.

13.4 The limitations of liability for direct damage included in these Terms and Conditions do not apply if the damage is due to intent or gross negligence of Blockchain Natives or its subordinates

14. Indemnities

14.1 The Client indemnifies Blockchain Natives against claims from third parties relating to intellectual property rights on materials or data provided by the Client that are used in the performance of the Agreement.

14.2 If the Client provides Blockchain Natives with information carriers, electronic files or software etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects and that the Client has a valid software license. The Client indemnifies Blockchain Natives against any resulting damage.

15. Risk transition

15.1 The risk of loss or damage of the items that are the subject of the Agreement will pass to the Client at the moment at which they are legally and / or actually delivered to the Client and thus in the power of the Client or of a to be designated by the Client. third parties.

16. Force majeure

16.1 The parties are not obliged to fulfill any obligation, if they are prevented from doing so as a result of a circumstance that is not due to fault, and not under the law, a legal act or generally accepted for their account.

16.2. Force majeure means in these Conditions in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which Blockchain Natives cannot exert influence, but as a result of which Blockchain Natives is unable to meet the obligations. Work strikes in the company of Blockchain Natives are included.

16.3 Blockchain Natives also have the right to invoke force majeure if the circumstance that prevents (further) performance occurs after Blockchain Natives should have fulfilled its obligations.

16.4 During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the Parties is entitled to dissolve the Agreement, without any obligation to compensate the other Party for damage.

16.5 In so far as Blockchain Natives has at the time of the occurrence of force majeure partially fulfilled its obligations under the Agreement or will be able to comply with them, and the part to be fulfilled or to be fulfilled is independent value,

Blockchain Natives are entitled to declare the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

17. Confidentiality

17.1 Both Parties are obliged to keep confidential all confidential information that they have received from each other or from another source within the framework of the Agreement. Information is confidential if this has been explicitly stated by the other Party or if this can logically be based on the nature of the information and this information is not publicly accessible.

17.2 In the event, pursuant to a statutory provision or court order, one of the Parties is obliged to provide confidential information to third parties designated by the law or the competent court, and Blockchain Natives cannot rely on a legal or the competent court recognizes or authorizes the right to change, then Blockchain Natives is not obliged to pay damages or compensation and the other Party is not entitled to dissolve the Agreement on the grounds of any damage, arising from this.

18. Intellectual property and copyrights

18.1 Without prejudice to the other provisions in these Terms and Conditions, Blockchain Natives retains the rights and authorizations for the Blockchain Natives accruing on the basis of the Copyright Act.

18.2 Blockchain Natives reserves the right to use the knowledge gained through the execution of the Services for other purposes, insofar as no confidential information is disclosed to third parties.

19. Non-takeover staff

19.1 During the term of the Agreement, as well as one year after its termination, the Client will not in any way, except after proper business in this matter has taken place with Blockchain Natives, employees of

Blockchain Natives or companies to which Blockchain Natives has invoked for the implementation of this Agreement and who are or have been involved in the execution of the Agreement, take on the service or otherwise, directly or indirectly, let them work for themselves.

19.2 In the event of violation of paragraph 1, the Client will owe Blockchain Natives a fine of € 40.000 per event and € 2.500 per day that the violation continues, without prejudice to the right of Blockchain Natives to claim full compensation.

20. Final provisions

20.1 Only Estonian law applies to each Agreement.

20.2 The judge in Tallinn has exclusive jurisdiction to hear disputes. The parties will first appeal to the court after they have endeavored to settle a dispute in mutual consultation.

21. Maintenance and work

21.1 Blockchain Natives is entitled to (temporarily) decommission its systems without prior publication and / or to limit the use thereof insofar as this is necessary for the required maintenance of the systems, or due to improvements or innovations to those systems.

21.2 Blockchain Natives is entitled to make changes to the login procedure of the Services.

21.3 Blockchain Natives is entitled at all times to make changes to the Service provided, provided that such changes do not adversely affect the functionality or characteristics of the Service. Incidentally, for free Services, Blockchain Natives is unconditionally entitled at all times to amend or change it.

21.4 Blockchain Natives is not liable for damage of the Client as a result of the provisions of the previous paragraphs.

22. Final provision

22.1 Client is responsible for the use (and possibly misuse) of the assigned user / domain name, passwords and the email address. Blockchain Natives is entitled to make changes to this insofar as it considers this necessary in the interest of its Services. Blockchain Natives is not responsible for the security of the data placed by the Client on its systems after delivery.

22.2 Blockchain Natives is not liable for damage on the part of the Client that is caused by third parties, which may or may not be used making the services of Blockchain Natives.

22.3 The Client indemnifies Blockchain Natives against all third-party claims regarding damage that third parties suffer as a result of the use of the Services of Blockchain Natives and / or the Internet by the Client.

22.4 Blockchain Natives is not liable for damage to hardware and software that has arisen due to the development of software that aims to damage such as computer viruses. For this purpose, Blockchain Natives may run antivirus software to limit the damage to its systems and to remove or isolate infected files if deemed necessary.

22.5 The Client must ensure adequate security of its own data and software, for example by regularly backing it up. Blockchain Natives is in no way liable for loss of data or damage to software during (the execution of) the Services by any cause whatsoever.

22.6 Electronic communication shall be deemed to have been received on the day of dispatch unless the contrary is proven by the client. If the receipt is the result of delivery and / or accessibility problems with regard to the e-mail address of the Client, this will be at the risk of the Client, even if the e-mail address is housed with a third party.

22.7 In the event of misunderstanding, mutilation, delays or inadequate delivery of orders and announcements as a result of the use of the internet or any other electronic means of communication in the traffic between Blockchain Natives and the Client, Blockchain Natives is not liable.