

## Simple Agreement for Future Miro Tokens

The present is a Simple Agreement for Future Miro Tokens (hereinafter: “SAFT”) of series S3.

between

**Mirocana Company OÜ**, a private limited company incorporated in the province of Tallinn in Estonia having its registered office situate at 12 pst Rännaku, Nõmme district (hereinafter “Mirocana” or “Company”)

and

a private person identified via the contact email address specified at registration, having an IP address acquired at registration and having a unique Contributor ID number assigned thereto at registration, who is a qualified investor as set out in Token Acquisition Terms and Conditions pursuant clause 1.5 hereinbelow and/or who is not a resident of China or the United States of America and/or who satisfies all of the required terms and conditions outlined in Token Acquisition Terms and Conditions pursuant clause 1.5 hereinbelow.

(hereinafter “Contributor”)

Hereinafter Company and Contributor will together be referred to as the “Parties” and references to a “Party” will be to the relevant one of them as the context requires.

ETH Purchase Amount:	Identified in a digital wallet assigned to the unique Contributor ID number
Base price of Miro Token:	0.001 ETH
Initial Estimated Supply:	200,000,000 Miro Tokens
Maximum Hard Capitalization:	130,000 ETH

### 1. PREAMBLE

- 1.1 Present SAFT is issued as part of a series of SAFTs designated by the SAFT Series S3 and issued in a series of multiple closings to certain persons and entities.
- 1.2 There may be S1, S2 and S3 series of SAFTS that regulate the Offering of the totality of Miro Tokens. Tokens may be acquired during times of Offering known as Rounds of Offering, particularly, each of the Rounds is regulated as follows:
  - 1.2.1 during the Round One of the Token Offering, Tokens may be acquired solely pursuant SAFT S1;
  - 1.2.2 during the Round Two of the Token Offering, Tokens may be acquired solely pursuant SAFT S2; and
  - 1.2.3 during the Round Three of the Tokens Offering, Tokens may be acquired solely pursuant SAFT S3.
- 1.3 Mirocana may at any time and without notice increase or decrease the number of Rounds of Offering of Miro Tokens. Any of the Rounds of Offering may be a crowd Offering and each and every SAFT should be read carefully at each and every Round of Offering.

Every SAFT is published on an individually assigned page or pages of the website <https://mirocana.com>, where the individually assigned page or pages pertain to a specific Round of Offering and a specific SAFT series. Anyone accepting to exchange Miro Tokens at a crowd offering, the crowd Offering being either closed or open, is permitted to do so solely after:

- 1.3.1 reading, understanding and accepting the respective SAFT series applicable to that specific Round of Offering; and
- 1.3.2 reading, understanding and accepting the Token Acquisition Terms and Conditions indicated in clause 1.5 hereinbelow.
- 1.4 The acceptance of exchange is done on the website <https://mirocana.com> by clicking on the button “accept” or on an equivalent button as prompted on the website.
- 1.5 This Agreement is subject to Token Acquisition Terms and Conditions available on the website: <https://mirocana.com>. The entirety of Token Acquisition Terms and Conditions is incorporated herein by reference and Contributor warrants and represents to have read and accepted the Token Acquisition Terms and Conditions.
- 1.6 Mirocana promotes and develops new technologies in the field of mathematical analysis of investment instruments and markets, blockchain and cryptocurrencies. Mirocana intends to conduct a smart-contract based Offering of certain digital assets of Mirocana (hereinafter: “Miro Token”), for the purpose of providing Miro Token owners with a possibility of using Miro Tokens on a Mirocana platform for analysis of investment instruments and markets that will be developed by Mirocana in accordance with the Events Schedule as provided hereinbelow, and for the purpose of meeting various marketing, promotional and operating expenses of Mirocana platform and Miro Tokens.
- 1.7 Contributor is interested in acquiring Miro Tokens in from Mirocana for any purpose allowed by law and subject to Use Restriction outlined hereinbelow.

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1 Parties agree that in exchange for the ETH provided by the Contributor, the ETH being the Purchase Amount on or about October 19<sup>th</sup>, 2017 (hereinafter “Effective Time”), Mirocana, hereby issues to the Contributor the right (hereinafter “Right”) to certain digital assets of Mirocana (hereinafter: “Miro Token”), subject to the terms set forth below.
- 2.2 The number of Miro Tokens to be offered over the series of all SAFTs may be estimated by the initial estimated supply and the exchange rate / price may be amended following a valuation by a community of blockchain professionals on a suitable cryptocurrency trading platform. In order to protect the Contributor, it is clarified that the minimum Miro Token price will be as listed in clause 4.3 and respective sub-clauses.

## 3. DEFINITIONS

“Dissolution Event” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary. “Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“Confidential Information” will mean in relation to a Party, all material and information that has or will come into possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated confidential. The content of this Agreement, not including the fact that it has been entered into, will also constitute Confidential Information. A Party's "Confidential Information" will not include information that:

- (a) is or becomes a part of the public domain through no act or omission of the other Party;
- (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
- (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure;
- (d) is independently developed by the other Party; or
- (e) is required to be disclosed by any judicial or governmental requirement or order (provided that recipient timely advises the disclosing Party of the governmental demand for disclosure).

“Laws” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“Person” means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

“Platform Launch” means completing the development and testing of the Mirocana Strategy product and bona fide public release of Mirocana Strategy product as a fully functioning and secure Strategy client that conforms to Mirocana protocols, the protocols including the Strategy product being accessible via a subscription payable in Miro Tokens, wherein the Mirocana Strategy product being authorized to engage in activities that may be licensed and that may be conducted via authorized brokers, investment funds, financial institutions, stock exchanges, cryptocurrency exchanges and/or other legal entities or regulated bodies that are authorized to conduct their activities in select jurisdictions.

“SAFT” means an agreement containing a future right to Miro Tokens exchanged by Contributor, similar in form and content to this Agreement, which a significant portion of the amount exchanged under the SAFTs will be used to fund the Company’s development of a decentralized storage network that enables Persons to participate in Strategy activities that will be available on Mirocana platform.

“Use Restriction” means the general prohibition on the Contributor’s ability to sell, transfer, spend, exchange or otherwise make use of the Miro Tokens on the Mirocana platform until an event identified as Platform Launch occurs as provided hereinbelow. All Miro Tokens acquired pursuant to present SAFT are subject to the Use Restriction. The Miro Tokens will cease to be subject to the Use Restriction at the moment of notification of the Contributor by Mirocana via any electronic means as per choice of Mirocana.

#### 4. RIGHT AND OBLIGATIONS OF THE PARTIES

4.1 The Contributor agrees to making an early exchange, commonly identified as pre-Offering, of future Miro Tokens in consideration of the Purchase Amount, the Purchase Amount being identified in a digital wallet assigned to the unique Contributor ID number at the time of Round Two Offering pursuant SAFT S2. The Contributor agrees to sending the Purchase Amount in a digital asset Ether (ETH) to Company’s digital wallet address specified by the Company within 1 hour upon execution of this Agreement.

4.2 In consideration for the timely transfer and receipt of the Purchase Amount in accordance with the clause 4.1, Mirocana will allocate the Miro Tokens to Contributor in accordance with the exchange rate and bonus allocation specified in the clause 4.3. Delivery of the allocated Miro Tokens will be made to the Contributor after the end of the contribution period by sending the Miro Tokens to the Ethereum wallet address specified via email corp@mirocana.com by the Contributor according to the following transfer schedule:

4.2.1 The of total Miro Tokens exchanged will be released within five business days after the launch of the Miro Token Offering to the public;

4.2.2 Mirocana reserves the right to amend 4.2.1 at any moment before the release of the Miro Tokens. The right to amend the rules of token release will be applicable solely to 50% of all exchanged tokens and will be applied to all Contributors on a pro rata basis.

4.3 The price attributed to the Miro Tokens in respect of present exchange under SAFT S3 will be calculated at least one day prior to the launch of the Miro Token crowd Offering. The calculation will be based on the following:

4.3.1 Base price of Miro Token=0.001 ETH;

4.3.2 SAFT S3 Miro Token Offering price = 0.0005 ETH; and

4.3.3 The base price of Miro Tokens for other than SAFT S3 may be modified such that the range of total income from Miro Token crowd Offering being between a minimal limit of 50,000 ETH and a maximum limit of 130,000 ETH.

4.3.4 Current SAFT S3 regulates the acquisition of future Miro Tokens and is conducted solely via an exchange of digital assets known as Miro Tokens for digital assets known as Ethereum.

4.3.5 The minimum accepted Purchase Amount in Round Two pursuant SAFT S3 is 1 ETH. Any Purchase Amount lower than 1 ETH will not be accepted, will be considered null and fully refunded.

4.3.6 Bonus systems:

If a Contributor obtains rights to Miro Tokens costing 0.5 ETH to 10 ETH the Contributors's Bonus Rate will be 15% on the SAFT S3; or

If a Contributor obtains rights to Miro Tokens costing 10 ETH to 50 ETH the Contributors's Bonus Rate will be 20% on the SAFT S3; or

If a Contributor obtains rights to Miro Tokens costing 50 ETH to 100 ETH the Contributors's Bonus Rate will be 25% on the SAFT S3; or

If a Contributor obtains rights to Miro Tokens costing 100 ETH the Contributors's Bonus Rate will be 30% on the SAFT S3;

4.4 SAFT S3 Agreement is for Round Two of future Miro Tokens Offering and is limited to a total amount of 130,000 ETH of total Purchase Amounts from all buyers from both Round One and Round Two.

4.5 The Miro Tokens will be delivered to the Contributor's digital wallet via a smart-contract after Mirocana Platform launch. The Contributor will be able to view the Miro Tokens at any time and in a manner provided by Mirocana.

4.6 Subject to the timely transfer and receipt of the Purchase Amount in accordance with the clauses set out above, this Agreement will remain in full force and effect until the transactions described herein are completed. For the avoidance of doubt, the Purchase Amount will be non-refundable to the extent not explicitly set forth otherwise in this Agreement.

4.7 The Contributor will execute and deliver to the Company any and all other transaction documents related to this SAFT as are reasonably requested by the Company, including verification of information required under Anti-Money Laundering and Know Your Client regulations, including any information required under applicable Strategy or securities laws.

4.8 If there is a Dissolution Event before this Agreement expires or terminates, the Company will not reimburse any amount equal to the Exchange Amount to the Purchaser. The sale of the Miro tokens pursuant any SAFT is a sale of digital units that may be used solely on the Mirocana platform. The Company reserves the right to create a customer satisfaction policy that may outline the possibility of the Company to reimburse or otherwise satisfy Purchasers that may want to reimburse their Miro tokens.

## 5. COMPANY REPRESENTATIONS

5.1 The Company is a corporation duly organized, validly existing and in good standing under the laws of Estonia, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

5.2 The execution, delivery and performance by the Company of this Agreement is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when Miro Tokens are to be issued to the Contributor, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the

Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

5.3 To the knowledge of the Company, the performance and consummation of the transactions contemplated by the Miro Tokens do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

5.4 To the knowledge of the Company, no consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

5.5 The Company makes no warranties or representations and offers no guarantees whether express or implied that the Miro Tokens will confer any actual or exercisable rights of use, functionality, features, purpose or attributes in connection with the Mirocana platform prior to the Platform Launch.

5.6 THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MIRO TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRIBUTOR ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

## 6. CONTRIBUTOR REPRESENTATIONS

6.1 The Contributor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and binding obligation of the Contributor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

- 6.2 The Contributor has been advised that Miro Tokens exchanged under this Agreement may be subject to Strategy or securities regulations and that the offers and Offerings of Miro Tokens have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws, should an opinion be issued that Miro Tokens may be identified as a security. The Contributor is purchasing the Miro Tokens for its own account, not as a nominee or agent, and not with a view to, or for reOffering in connection with, the distribution thereof prior to the termination of Use Restriction, and the Contributor has no present intention of selling, granting any participation in, or otherwise distributing the same prior to the termination of Use Restriction. The Contributor has such knowledge and experience in business matters related to cryptocurrencies, blockchain and Miro Token Offerings, and that the Contributor is capable of evaluating the merits and risks of such an exchange, including the possibility of a complete loss of Miro Token value.
- 6.3 The Contributor enters into this SAFT with the clear understanding that (i) he, she or it, as the case may be, is purchasing Miro Tokens intended of being exchanged for subscription to the Strategy Product on the Mirocana platform upon the successful development and Platform Launch arising from the efforts of the Company and its employees to develop and market the Mirocana platform and the Platform Launch; and (ii) the Company may, without being obliged to, release of Miro Tokens to cryptocurrency exchanges and may integrate Miro Tokens in popular wallets for the sole purpose of promoting the exchange of its Miro Tokens by other Persons.
- 6.4 The Contributor understands that the Miro Tokens involve risks, all of which the Contributor fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the platform will not function as intended; (ii) the platform and Platform Launch will not be completed; (iii) the platform will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Network may be subject to investigation and punitive actions from Governmental Authorities. The Contributor understands and expressly accepts that the Miro Tokens will be created and delivered to the Contributor at the sole risk of the Contributor on an "AS IS" and "UNDER DEVELOPMENT" basis. The Contributor understands and expressly accepts that the Contributor has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONTRIBUTOR ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY MIRO TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE MIRO TOKENS.
- 6.5 The Contributor understands that Contributor has no right against the Company or any other Person except in the event of the Company's breach of this Agreement or intentional fraud.

6.6 The Contributor understands and accepts the risks in connection with making a exchange of Miro Tokens. The Contributor understands the inherent risks listed hereinafter:

- 6.6.1 Risk of software weaknesses: the Contributor understands and accepts that the smart contract system concept, the underlying software application and software platform (i.e. the blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating Miro Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Miro Tokens.
- 6.6.2 Regulatory risk: the Contributor understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the smart contract system and which may, inter alia, result in substantial modifications of the smart contract system and/or the Miro Token, including its termination and the loss of Miro Token for the Contributor.
- 6.6.3 Risk of abandonment / lack of success: the Contributor understands and accepts that the creation of the Miro Token and the development of the Miro Token and/or Mirocana platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Contributor therefore understands that there is no assurance that, even if the Miro Token and/or Mirocana platform is partially or fully developed and launched, the Contributor will be able to use the Miro Token held by him.
- 6.6.4 Risk associated with other applications: the Contributor understands and accepts that the Miro Token and/or Mirocana platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the Miro Token will have no intrinsic value.
- 6.6.5 Risk of loss of private key: Miro Tokens can only be accessed by using an Ethereum wallet with a combination of Contributor's account information (address), private key and password. The private key is encrypted with a password. The Contributor understands and accepts that if his private key file or password respectively gets lost or stolen, the obtained Miro Tokens associated with the Contributor's account (address) or password will be unrecoverable and will be permanently lost. Additionally, any third party that gains access to the Contributor's private key, including by gaining access to the login credentials relating to the Contributor's Ethereum wallet, may be able to misappropriate the Contributor's Miro Tokens.
- 6.6.6 Risk of theft: The Contributor understands and accepts that the smart contract system concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of Miro Token or ETH, impacting the ability to develop the Miro Token and/or Mirocana platform.
- 6.6.7 Risk of Ethereum mining attacks: The Contributor understands and accepts that, as with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks.



Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of Miro Token transactions, and expected proper execution and sequencing of contract computations.

6.6.8 Risk of incompatible Wallet service: The Contributor understands and accepts that the wallet or wallet service provider used for the contribution, must be technically compatible with the Miro Token. The failure to assure this may have the result that Contributor will not gain access to his or her Miro Token.

6.7 The Contributor understands that Contributor bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, Offering or other disposition of Miro Tokens held by the Contributor. To the extent permitted by law, the Contributor agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Miro Tokens to the Contributor associated with or arising from the Contributor's exchange of Miro Tokens hereunder, or the use or ownership of Miro Tokens.

6.8 The Contributor's making a payment and receiving Miro Tokens under this Agreement is not unlawful or prohibited in the Contributor's jurisdiction or in any other jurisdiction to which the Contributor may be subject. Any contribution made under this Agreement is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities, and the Contributor will not use the Miro Tokens to finance, engage in, or otherwise support any unlawful activities.

6.9 The Contributor understands and accepts that Miro Tokens do not represent or constitute:

6.9.1 any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

6.9.2 any right to receive future revenues, profits, shares, equities, securities or any other form of participation or governance right in or relating to Mirocana;

6.9.3 any form of money or legal tender in any jurisdiction nor do they constitute any representation of money (including electronic money); or

6.9.4 the provision of any goods and/or services as at the date of this Agreement.

## 7. INDEMNIFICATION AND LIABILITY

7.1 Subject to other clauses of section 7, each Party will indemnify, defend and hold harmless the other Party (including that Party's employees, officers, directors, shareholders, affiliates, agents, representatives, predecessors, successors and assigns) against any third-party claims which arise out of the breach of the other Party's obligations under this Agreement.

7.2 Subject to clause 27 above, and except in an event of any damage caused by a Party's willful default and/or gross negligence, in no circumstances will either Party be liable to

the other Party (whether in contract, tort, breach of statutory duty, restitution or otherwise) for any of the following types of losses:

- 7.2.1 any loss of profits, loss of business, loss of revenue or income, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated savings or like loss; and
- 7.2.2 incidental, indirect, consequential, special or punitive losses and damages, in each case regardless of the cause of action, whether a Party was advised of the possibility of such losses arising and/or whether such losses were foreseeable.

7.3 For the avoidance of doubt, clause 7.2 does not exclude or limit the liability of either Party for any losses for which it would be unlawful to exclude or limit liability.

7.4 THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT.

## 8. CONFIDENTIAL INFORMATION

8.1 Notwithstanding any other provision of this Agreement, the Parties agree to hold each other's Confidential Information confidential for a period of three (3) years following the date of this Agreement or any rescission, termination or repudiation hereof. The Parties agree, that unless required by law, they will not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

8.2 Without the prior written consent of the other Party, neither Party will issue any media release or similar publicity relating to this Agreement. Neither Party will use the trademarks, tradename, logo or other intellectual property rights of the other Party without having obtained its prior written consent.

8.3 Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this section 8 by the other Party. Accordingly, each Party will be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of the terms of this section 8 of this Agreement.

## 9. TERMINATION

9.1 This Agreement will expire and terminate upon the earlier of, and the Company will have the obligation to repay to the Contributors the aggregate amount of all Purchase Amounts:

- 9.1.1 the issuance of Miro Tokens to the Contributor pursuant to Section 4;
- 9.1.2 the Platform Launch has not occurred and will not occur; or
- 9.1.3 Occurrence of the Dissolution Event.

9.2 The failure of Mirocana to obtain a minimum amount of 50,000 ETH in Miro Token Offering will result in the termination of this Agreement. The Contributor understands and hereby accepts that no refund of the Purchase Amount to the Contributor is due from Mirocana upon occurrence of the event outlined in this clause.

## 10. MISCELLANEOUS

10.1 This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and should be read and construed as one document. It replaces and extinguishes all prior Agreements, draft Agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, in relation to that subject matter. This Agreement is one of a series of similar Agreements entered into by the Company from time to time.

10.2 Each Party acknowledges that in entering into this Agreement, it has not relied on any oral or written statements, warranties, assurances representations, or undertakings which were made by or on behalf of the other Party in relation to the subject matter of this Agreement at any time before its signature (“Pre-Contractual Statements”) other than those set out in this Agreement. Each Party hereby waives all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

10.3 No variation of this Agreement will be effective unless it is in writing and signed by the Parties (or their authorized representatives).

10.4 If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and this Agreement will be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

10.5 Nothing contained in the Agreement will be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.

- 10.6 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Canada.
- 10.7 In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties hereto will first attempt to settle the dispute by mediation, administered by the Canadian Arbitration Association under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim will be settled by arbitration administered by the Canadian Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be the city of Montreal in Canada. The law of Canada will apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If parties agree not to enter into mediation and arbitration proceedings and instead seek a resolution in the court of law, the sole and exclusive place of jurisdiction in any matter arising out of or in connection with this letter Agreement will be the courts of Canada.
- 10.8 Any notice required or permitted under this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party, or via other electronic communication means approved by both Parties via a confirmation email.
- 10.9 The Company will not be liable or responsible to the Contributor, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, launching the platform or consummating the Platform Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) Law; or (e) action by any Governmental Authority.

#### NOTICE TO RESIDENTS OF THE UNITED STATES

MIROCANA REPRESENTS THAT TO ITS BEST KNOWLEDGE AND UNDERSTANDING THE OFFER AND OFFERING OF THESE MIRO TOKENS DOES NOT CONSTITUTE AN OFFER AND OFFERING OF A SECURITY OR OF GAMBLING CHIPS. IN CASE OF DOUBT, BE ADVISED THAT THE OFFER AND OFFERING OF THE MIRO TOKENS HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE MIRO TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

#### NOTICE TO RESIDENTS OF CANADA

MIROCANA REPRESENTS THAT TO ITS BEST KNOWLEDGE AND UNDERSTANDING THE OFFER AND OFFERING OF THESE MIRO TOKENS DOES NOT CONSTITUTE AN

OFFER AND OFFERING OF A SECURITY OR OF GAMBLING CHIPS. IN CASE OF DOUBT, BE ADVISED THAT UNLESS OTHERWISE PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS MIRO TOKEN MUST NOT TRADE THE MIRO TOKEN BEFORE THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

#### NOTICE TO RESIDENTS OF CHINA

MIROCANA REPRESENTS THAT TO ITS BEST KNOWLEDGE AND UNDERSTANDING THE OFFER AND OFFERING OF THESE MIRO TOKENS DOES NOT CONSTITUTE AN OFFER AND OFFERING OF A SECURITY OR OF GAMBLING CHIPS. THE MIRO TOKENS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE'S REPUBLIC OF CHINA

#### NOTICE TO RESIDENTS OF THE UNITED KINGDOM

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