



# CoinAnalyst

## Initial Token Sale

### Terms and Conditions

**Please read these Token Sale Terms and Conditions ("Sale T&C") carefully before acquiring or using COY (as defined below).**

coin analyst UG (haftungsbeschränkt), a limited liability company pursuant to German laws (*Unternehmergeellschaft*), registered with the Lower Court of Frankfurt, Germany, under registration number HRB 87423, having its business address at Niddastrasse 64, 60329 Frankfurt am Main, Germany ("**CoinAnalyst**" or "**Company**", "**we**", "**our**" or "**us**") has initiated an initial token sale ("**ITS**") of cryptographic tokens created on the Ethereum Blockchain enabling token holders to use certain services to be provided by CoinAnalyst on its website [www.coinanalyst.tech](http://www.coinanalyst.tech) (the "**Website**") or mobile applications (together with the Website the "**CoinAnalyst Ecosystem**"). The token to be sold in the ITS is referred to herein as "**COY**":

By utilizing the Website and services offered in the CoinAnalyst Ecosystem or by participating in the ITS by contributing Bitcoin, Ether or fiat to CoinAnalyst to purchase COY, you acknowledge you have read these terms and you agree to be bound by them and all terms incorporated by reference. If you do not agree to all the terms of this agreement, you are not an authorized user of these services and you should not use the Website or COY.

CoinAnalyst reserves the right to change, modify, add, or remove portions of these terms at any time, e.g. to incorporate legal changes or changes in the services offered by CoinAnalyst. We suggest you review these terms periodically and that you subscribe to our newsletter to keep up to date with any changes. Such changes shall be effective after 14 days following the posting. You acknowledge that, by accessing and using our Website after we have posted changes to these terms, you are agreeing to the Sale T&C as modified, changed, supplemented or updated by us. If you do not agree to such revised Sale T&C you must stop using this Website and any information, links or contained therein and cease participating in the ITS.

**Important Note:**

Every user or purchaser of COY (“Participant” or “Token Holder”) is bound to check if the acquisition, disposal or use of COY is legal in his jurisdiction, and by accepting these Sale T&C each user undertakes not to use COY should their use not be legal in the relevant jurisdiction.

This document or any other document produced and/or signed by CoinAnalyst is not intended to constitute a prospectus or an offer or solicitation to sell shares or securities or any other form of capital investment product in CoinAnalyst in any jurisdiction. They do not grant any rights for any form of shares in any company, dividends, payment of any interest, profit participation or any other remuneration for the provision of capital. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and CoinAnalyst’s services and the Website are not, do not offer, and shall not be construed as investment or financial products. They only represent the claim for performance of the Participant (and its successor) against CoinAnalyst in relation to services offered by CoinAnalyst against COY and certain other limited rights as set forth in these Sale T&C. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security or other financial product and shall not be construed in that way. The information published by CoinAnalyst or in the CoinAnalyst Ecosystem are neither meant to express any recommendation for the investment in a specific financial instrument or a class of financial instruments nor a recommendation for an investment strategy.

You should not participate in the ITS or purchase COY for investment purposes. COY are not designed for investment purposes and should not be considered as a type of investment.

Before making a decision regarding the purchase of the COY offered, prospective Participants should carefully review the risks described below in Annex 1 to these Sale T&C in addition to other information contained in these Sale T&C and in the Whitepaper. Participants should be aware that their contributions are not refundable and accept the inherent risk (as outlined below) of project failure at any stage of development.

Your use of the Website and the exchange of Bitcoin, Ether or fiat into COY during the ITS is subject to these Sale T&C. Each of you and CoinAnalyst is a “Party” and, together, the “Parties.”

If you have questions regarding these Sale T&C, please contact us at over Telegram on <https://t.me/CoinAnalyst>.

## **1. Scope of Terms**

- 1.1 Unless otherwise stated herein, these Sale T&C only govern your acquisition of COY from CoinAnalyst in the ITS.
- 1.2 Any use of COY in connection with receiving services or benefits in the CoinAnalyst Ecosystem may be governed by other applicable terms and conditions and policies.

## **2. Generation and Acquisition of COY**

- 2.1 CoinAnalyst will deploy a token contract on the Ethereum Blockchain respecting the ERC20 Standard (<https://github.com/ethereum/EIPs/blob/master/EIPS/eip-20.md>). The total supply of the token contract will be 3.75 billion (three billion seven hundred fifty thousand) COY.
- 2.2 The tokens are created in the so-called “mining” process, which will start after the end of the main sale. CoinAnalyst will not create any new number of COY after the closing of the ITS. The full functionality of the COY will only be available at the end of the ITS upon delivery of the COY. The specification of the COY contract will be made available through dedicated sites, such as [www.etherscan.io](http://www.etherscan.io), where the source code and parameters of the contract can be independently verified.
- 2.3 COY can be acquired from CoinAnalyst by way of exchange or purchase respectively, in the ITS. CoinAnalyst may at a later stage support that COY are listed on a sufficiently licensed trading platform – if legally possible – to build a secondary market for COY. In addition, independent trading platforms can autonomously decide to allow COY trading. However, in such a case CoinAnalyst cannot guarantee that such trading platforms meet the regulatory requirements of the respective jurisdiction and at the time of the ITS it is not yet known if a secondary market will come into existence.

## **3. Purpose and Use of Token**

- 3.1 COY can be used to receive the crypto services within the CoinAnalyst Ecosystem with a corresponding utility value. Users of our information platform will use the COY to receive

these crypto services. Additional information regarding the crypto services and the CoinAnalyst Ecosystem is summarized and described in the Whitepaper (the “Whitepaper”) available at [www.coinanalyst.tech](http://www.coinanalyst.tech).

- 3.2 Exchange, acquisition, ownership, receipt, or possession of COY carries no rights, express or implied, other than the ability to receive services within the CoinAnalyst ecosystem, if successfully completed and deployed. COY do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the CoinAnalyst Ecosystem and/or CoinAnalyst, other than any rights specifically stated in these Sale T&C. Except as expressly stated in section 4.2 below, COY Holders will have no influence on the development or governance of CoinAnalyst.
- 3.3 Any use of COY in connection with providing or receiving services in the CoinAnalyst Ecosystem may be governed by other applicable terms and conditions and policies, such as the token usage terms and conditions to be published on the Website once the services in the CoinAnalyst Ecosystem are available.
- 3.4 COY will not be accepted by any third party. Hence, COY do not represent any unit of account or virtual currency nor e-money.

#### **4. COY Holders' Rights**

- 4.1 COY will not provide any redemption rights.
- 4.2 Occasionally, CoinAnalyst may consult the Token Holders who holds 50,000 COY and more, and such Token Holder shall have the right to be consulted by CoinAnalyst, in the form of surveys to elicit the Token Holder’s opinion on the development roadmap regarding the CoinAnalyst Ecosystem. Consultation results will be considered in decisions made about the financial or technical direction or implementation of decisions of CoinAnalyst. However, the outcome of a consultation will not, in any circumstances, be binding on CoinAnalyst or enforceable by COY holders.

#### **5. Commencement and Duration of ITS**

- 5.1 CoinAnalyst will conduct a public offering of COY (the “ITS”) in two phases, the first of which will begin at 4 p.m. CEST on 21<sup>st</sup> of June 2018 (the “Launch Date”) and end on 6<sup>th</sup>

of July 2018, 4 p.m. CEST (the “**Pre-Sale**”). The second phase will start at 4 p.m. CEST on 7<sup>th</sup> of July 2018 and will end on 31<sup>st</sup> of March 2019, 4 p.m. CEST (the “**End Date**”) (the “**Main Sale**” and together with the Pre-Sale the “**Offer Period**”).

- 5.2 CoinAnalyst reserves its right to change the timing as defined above and may pause the ITS during the Pre-Sale or Main Sale periods in its sole discretion. Reasons for such a pause among others can be: material increase in Bitcoin or Ethereum price volatility (e.g. Bitcoin price crash), news that might impact the price volatility, suspicion of systematic fraud when purchasing COY, or significant higher load of IT systems than expected. Any such changes will be published on the Website.
- 5.3 All COY acquisitions are publicly accessible via the Ethereum blockchain browser like Etherscan.io or similar.
- 5.4 The distribution of COY will be executed only via the Website. No third-party website or a different provider is allowed and has been or will be supported, endorsed, or sanctioned by CoinAnalyst. The only official and authorized website and COY distribution provider is the Website. You must ensure the URL of your web browser indicates it is using a hypertext transport protocol secure connection (“https”) and the domain name is correct.
- 5.5 All transfers of Bitcoin, Ether or fiat to CoinAnalyst in exchange for COY are final and non-refundable. By participating in the ITS, you acknowledge that CoinAnalyst is not required to provide a refund for any reason, and you will not receive money or other compensation in lieu of a refund.

## **6. Purchase Price, Payment Currency**

- 6.1 The purchase price is fixed at 1 EUR (or the equivalent in Bitcoin or Ethereum, as calculated below) per 100 COY (the “**Purchase Price**”) with a minimum purchase amount of 2,000 COY and a maximum purchase amount of 100 million COY per Participant.
- 6.2 Participants in the Pre-Sale shall receive a bonus of 40%, i.e. for each 100 COY purchased a bonus of 40 additional COY will be delivered to such Participants.
- 6.3 Participants in the Main Sale shall also receive a bonus as follows:

- (a) If the Purchase Offer (as defined in section 7.1 below) is submitted during Main Sale in July 2018, the bonus shall amount to 25% for the COY purchased.
- (b) If the Purchase Offer is submitted in August 2018, the bonus shall amount to 20% for the COY purchased; and
- (c) If the Purchase Offer is submitted in September 2018, the bonus shall amount to 15% for the COY purchased.
- (d) If the Purchase Offer is submitted in October 2018, the bonus shall amount to 10% for the COY purchased.
- (e) If the Purchase Offer is submitted in November 2018, the bonus shall amount to 5% for the COY purchased.

For the avoidance of doubt, Participants in the Main Sale submitting a Purchase Offer between December and March shall not receive any bonus.

6.4 COY can be bought and paid with Bitcoin and Ethereum as well as with fiat via immediate transfer of PayPal. The exact procedure of how to buy COY is available on the Website. CoinAnalyst may adjust the procedure and payment channels during the offer if required.

6.5 In case the Purchase Price will be paid in Bitcoin or Ethereum the following exchange rate will be used to derive the value in EUR as the basis for the number of Bitcoin or Ethereum to be transferred to CoinAnalyst in exchange for the number of COY assigned to such Participant paying in Bitcoin or Ethereum (“**Crypto Exchange Amount**”):

We use the latest volume-weighted average price of Bitcoin or Ethereum respectively from the leading exchanges Kraken and Bitstamp at the point in time your payment transaction is sent to the blockchain. We pull these combined volume-weighted average prices from CryptoCompare and update the price four times a day at around 0.00, 6.00, 12.00 and 18.00 Central European Summer Time (GMT/UTC +2). The Crypto Exchange Amount to be paid for the number of COY requested by the Participant will be shown on the Website.

## 7. Conclusion of Token Purchase Agreement

- 7.1 In the Offer Period, the Participant shall submit to CoinAnalyst a purchase offer, specifying the exact number of COY to be purchased. The purchase offer is an offer (*Angebot*) legally binding the Participant to the terms of this Agreement, subject to applicable statutory rights of withdrawal ("**Purchase Offer**").
- 7.2 If the Participant opts for a payment in fiat the Purchase Price is to be paid together with the submission of the Purchase Offer. In case of payment of the Purchase Price in Bitcoin or Ethereum the Crypto Exchange Amount is to be paid within 10 hours after dispatch of the Purchase Offer.
- 7.3 CoinAnalyst will approve the Purchase Offer in compliance with its KYC and AML Policy, and accept the Purchase Offer by sending a confirmation to the Participant ("**Purchase Confirmation**"). Only after the Purchase Confirmation, CoinAnalyst shall be bound to the terms of these Sale T&C.
- 7.4 COY acquired in the ITS will be delivered to your approved wallet after payment of the Purchase Price, after the receipt of the Purchase Confirmation in accordance with this section 7 and after the generation of the COY in the mining process at the end of the ITS as described in section 2.2.
- 7.5 All purchases of COY from us during the Pre-Sale and Main Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel COY Purchase Offer at any time in our sole discretion.

## 8. Right of Withdrawal

- 8.1 The Participants have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the Token Purchase Agreement.
- 8.2 Participants willing to exercise the right of withdrawal must inform CoinAnalyst by an unequivocal statement, e.g. by letter sent by post (Niddastrasse 64, 60329 Frankfurt am Main, Germany) or by e-mail ([contact@coinanalyst.tech](mailto:contact@coinanalyst.tech)) of the Participant's decision to

withdraw from the Token Purchase Agreement. Participants may use the attached model withdrawal form, but it is not obligatory.

8.3 To meet the withdrawal deadline, it is sufficient to send the statement concerning your exercise of the right of withdrawal before the withdrawal period has expired.

8.4 If a Participant withdraws from this contract, we shall reimburse to the respective Participant all payments received from him, her or it, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about the decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as the Participant used for the initial transaction, unless the Participant has expressly agreed otherwise; in any event, we will not charge any fees as a result of such reimbursement.

8.5 Model withdrawal form

**(complete and return this form only if you wish to withdraw from the contract)**

To:

CoinAnalyst UG  
Niddastrasse 64  
60329 Frankfurt am Main  
Germany

I hereby give notice that I withdraw from my contract for the provision of the following service:

Ordered on

Name of consumer

Address of consumer

Signature of consumer *(only if this form is notified on paper)*

Date

## **9. Possible Migration of COY**

- 9.1 The COY are being created as ERC20 Token on the Ethereum protocol. We reserve the right to migrate the ERC20 based COY (the “**Pre-existing COY**”) to another protocol and to generate replacement COY on the new protocol (the “**Replacement COY**”), should we determine, in our sole discretion, that doing so is necessary or useful to operating the CoinAnalyst Ecosystem.
- 9.2 Should we migrate the COY, we may no longer provide support for the Pre-existing COY relating to the CoinAnalyst Ecosystem, the Services, or any other operational matters, except regarding the migration process. Although CoinAnalyst does not anticipate it will require any Pre-existing COY holders to convert their Pre-existing COY to Replacement COY, CoinAnalyst anticipates there will be significant incentives for Pre-existing COY holders to do so, since the practical utility of Pre-existing COY will likely diminish rapidly or will be completely lost once the Replacement COY are created and in use by a significant portion within the CoinAnalyst Ecosystem.
- 9.3 By accepting these Sale T&C, you acknowledge and agree that you may need to convert the COY you acquire during the ITS to Replacement COY in order to continue to benefit from the utility originally connected with the Pre-existing COY, in particular, to continue to pay for services in the CoinAnalyst Ecosystem.

## **10. Acknowledgment and Assumption of Risks**

- 10.1 You understand that digital assets, blockchain technology, the Ethereum protocol, Ether, COY and other associated and related technologies are new and largely untested and outside CoinAnalyst’s control, and adverse changes in market forces or the technology, broadly construed, may have a detrimental impact on CoinAnalyst’s performance under these Sale T&C.
- 10.2 In addition to the above, you acknowledge and agree there are risks associated with purchasing, owning, and using COY for the receipt of benefits in the CoinAnalyst Ecosystem, particularly as disclosed and explained in Annex 1 hereof and in the Whitepaper.

**By purchasing COY, you expressly acknowledge and assume these risks.**

## **11. Eligibility**

- 11.1 You are not eligible to purchase any COY in the ITS if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America, People's Republic of China or a citizen or resident of the Republic of Singapore or Socialist Republic of Vietnam or resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba or any other geographic area in which the purchase of COY is prohibited by applicable law, decree, regulation, treaty, or administrative act (together "**Restricted Areas**").
- 11.2 The Website and COY are not offered for use in the Restricted Areas.
- 11.3 Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website and the COY. None of the activities of CoinAnalyst take place in the Restricted Areas.
- 11.4 CoinAnalyst reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to assure the Website and COY are not available to persons from the Restricted Areas. Due to the COY being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) CoinAnalyst and users understand that there is a possibility that there might be a certain "flow back" of COY to natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas. CoinAnalyst explicitly prohibits persons from Restricted Areas from using the COY. CoinAnalyst shall not be held liable for any legal or monetary consequence arising out of such use. Such persons using COY despite the prohibition shall on first request indemnify and hold harmless CoinAnalyst from any legal or monetary consequence arising of their breach of the terms as described in this section 11.4. Any person from Restricted Areas shall immediately stop using COY and leave the Website.

## **12. Financial Regulation and Cooperation with Authorized Financial Institutions and Regulators**

- 12.1 CoinAnalyst is closely following changes to legislation in the most relevant jurisdictions and undertakes to act accordingly, if changes impact operations of COY. CoinAnalyst is not a financial institution and is not under supervision of any financial supervisory authority. CoinAnalyst provides no financial services, such as investment services, fund

management, or investment advice. This ITS is not a public offering of equity or debt and does not fall under the securities or any prospectus regulation.

- 12.2 CoinAnalyst undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country and with all competent financial institutions.

### **13. Security of Storage Mechanism**

You are responsible for implementing reasonable and appropriate measures for securing your wallet, vault, or other storage mechanism you use to receive and hold COY acquired from CoinAnalyst, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your COY. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

### **14. Personal Information and Privacy Policy**

- 14.1 We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws (e.g. in connection with Know Your Customer and anti-money laundering policies) or regulations in connection with selling COY to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell COY to you until you provide such requested information and we have determined that it is permissible to sell you COY under applicable laws or regulations.
- 14.2 We will only use your information and data provided by you in line with the German and European data protection laws.

### **15. Taxes**

- 15.1 You are responsible for determining what, if any, taxes apply to your acquisition of COY, including income, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. CoinAnalyst is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of COY. In any case and under no conditions, CoinAnalyst shall bound to compensate for your tax obligation or give you any advice related to tax issues.

- 15.2 All amounts to be paid by you for COY are exclusive of all applicable taxes. Should certain taxes apply, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts to ensure the net amount we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing the withheld and deducted amounts have been paid to the relevant taxing authority.

**You must seek your own legal and tax advice in connection with purchasing COY, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.**

## **16. Intellectual Property**

- 16.1 We retain all right, title and interest in all our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, no matter if patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may use none of our intellectual property for any reason, except with our express, prior, written consent.
- 16.2 We retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming the COY and the Website. These Sale T&C shall not be understood and interpreted so that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.

## **17. Representations and Warranties**

By purchasing COY from CoinAnalyst, you represent and warrant:

- 17.1 You have read and understand these Sale T&C and the Whitepaper including all Annexes thereto;
- 17.2 You are of a sufficient age to dispose legally of cryptocurrencies and acquire COY;

- 17.3 You have sufficient understanding of technical, financial and business matters (including those that relate to the services and the CoinAnalyst Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology and blockchain-based software systems to understand these Sale T&Cs and the Whitepaper and to appreciate the risks and implications of purchasing COY;
- 17.4 You acknowledge and agree that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of services including (but not necessarily limited to) the risks described in the Annex 1;
- 17.5 You understand the restrictions and risks associated with the creation and transfer and use of COY as set forth herein and acknowledge and assume all such risks;
- 17.6 You have obtained sufficient information about the COY and the CoinAnalyst Ecosystem to make an informed decision to purchase COY;
- 17.7 You understand that the COY confer only the right to receive services exclusively on the CoinAnalyst Ecosystem (and potentially contribute to the technical development of the CoinAnalyst Ecosystem), and confer no other rights of any form with respect to CoinAnalyst or to the CoinAnalyst Ecosystem, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights, except as stated in these Sale T&Cs;
- 17.8 You are purchasing COY solely for the purpose of receiving services within the CoinAnalyst Ecosystem, and supporting the development, testing, deployment and operation of the CoinAnalyst Ecosystem, being aware of the commercial risks associated with CoinAnalyst and the CoinAnalyst Ecosystem. You are not purchasing COY for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
- 17.9 You understand and expressly accept there is no warranty on COY and/or the success of the CoinAnalyst Ecosystem, expressed or implied (to the extent permitted by law), and the Ethereum Smart Contract System is used and COY are created and obtained at the sole risk of the user on an “as is” and “under development” basis and with no warranties of any kind (to the extent permitted by law), including, but not limited to, warranties of title or implied warranties, merchantability, or fitness for a particular purpose;

- 17.10 Your purchase of COY, including the transfer of Ethereum or Bitcoin respectively, complies with laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other requirements in your jurisdiction for the purchase of COY and entering into contracts with CoinAnalyst, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- 17.11 You are neither a citizen or resident of the Hong Kong SAR nor of the People's Republic of China;
- 17.12 You are neither a U.S. citizen nor permanent resident of the United States, nor do you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States. Should this change at any time, you shall immediately notify us;
- 17.13 If you are registering to use the Website on behalf of a legal entity, you represent and warrant that none of the owners of the company, of which you are an authorized officer, are U.S. citizens or permanent residents of the United States, nor do you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States;
- 17.14 You are not in, under the control of, or a national or resident of any other Restricted Area;
- 17.15 You are not (i) a citizen or resident (tax or otherwise) of a geographic area in which access to or use of the services within the CoinAnalyst Ecosystem or transferring Ethereum or Bitcoin, or the acceptance of delivery of COY is prohibited by law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the

jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

17.16 You agree that the Tokens may not be resold to United States purchasers, other than as may be permitted pursuant to applicable exemptions under the U.S. Securities Act of 1933, as amended (the "Securities Act"), including pursuant to Regulation S and/or Regulation D promulgated thereunder. If you purchase Tokens in the ITS, you will be unable to resell the Tokens into the United States unless such resale is registered with the U.S. Securities and Exchange Commission or unless an applicable exemption under the Securities Act applies;

17.17 You represent and warrant that (a) you are the rightful owner and entitled to use all COY purchased by you; (b) your purchase of COY does not violate the rights of any third party or applicable law; and (c) you will not use COY to carry out any illegal activities, including but not limited to money laundering or terrorist financing;

17.18 Fiat, Ethereum or Bitcoin used for the purchase of COY is (i) good, clean, clear and of non-criminal origin; (ii) free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (iii) have no origins that may be connected to any breach of money laundering regulations, as defined in the jurisdiction of origin, or internationally;

17.19 You will comply with any tax obligations in your jurisdiction arising from the purchase of COY;

17.20 If you are purchasing COY on behalf of any entity, you are authorized to accept these Sale T&C on such entity's behalf and that such entity will be responsible for breach of these Sale T&C by you or any other employee or agent of such entity (references to "you" in these Sale T&C refer to you and such entity, jointly).

## **18. Important Information**

18.1 No regulatory authority has examined or approved of any of the information set out in these Sale T&Cs. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction.

- 18.2 These Sale T&Cs and the Whitepaper, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of these Sale T&Cs and the Whitepaper is prohibited or restricted.
- 18.3 No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the COY and no cryptocurrency or other form of COY is to be accepted on the basis of these Sale T&Cs.
- 18.4 In the event of any inconsistencies between these Sale T&Cs and the Whitepaper, the former shall prevail.
- 18.5 CoinAnalyst does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in these Sale T&Cs and the Whitepaper.
- 18.6 Forward Looking Statements

All statements contained in and statements made on our web pages, Whitepaper, blogs, social media, press releases or in any place accessible by the public and oral statements that may be made by CoinAnalyst or its respective directors, executive officers, or employees acting on behalf of CoinAnalyst or its agents that are not statements of historical fact, constitute "forward-looking statements". Some of these statements can be identified by expressions such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding CoinAnalyst's financial position, business strategies, plans and prospects and the future prospects of the industry which CoinAnalyst is in are forward-looking statements. These forward-looking statements regarding CoinAnalyst are matters that are not historical facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of CoinAnalyst to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which CoinAnalyst conducts its businesses and operations;
- (b) the risk that CoinAnalyst may be unable or execute or implement its business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies; and
- (d) changes in the anticipated growth strategies and expected internal growth of CoinAnalyst.

The COY, the CoinAnalyst Ecosystem and the business of CoinAnalyst is subject to a number of risks and uncertainties that could also cause a forward-looking statement, estimate or prediction to become inaccurate. Accordingly, prospective Participants are strongly advised to read in particular the section “Risk Factors” in Annex 1 hereto.

Further, CoinAnalyst disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances.

#### 18.7 Restrictions on Distribution and dissemination

The distribution or dissemination of these Sale T&Cs and the Whitepaper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of these Sale T&Cs and the Whitepaper or such part thereof (as the case may be) at your own expense and without liability to CoinAnalyst. Persons to whom a copy of these Sale T&Cs and the Whitepaper has been distributed or disseminated, provided access to or who otherwise have the Sale T&Cs and the Whitepaper in their possession shall not circulate it to any other persons, reproduce or otherwise distribute these Sale T&Cs and the Whitepaper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

## **19. Liability**

- 19.1 To the fullest extent permitted by applicable law, CoinAnalyst and its affiliates and their respective officers, employees, representatives, advisors or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, revenue or income, losses or damages that result from business interruption, loss of data, use or loss of use of the Website and COY), arising out of or in any way related to the sale or use or attempted use of COY and / or the Website or otherwise related to these Sale T&C (even if we have been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and in each case limited to the amount you paid to us for COY.
- 19.2 The limitations set forth herein, in particular, in the previous paragraph will not limit or exclude the liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of CoinAnalyst or its representatives, nor the liability for damage from breaches of fundamental contractual obligation, injury to life, body or health by intention or negligence of the company or its representatives.
- 19.3 CoinAnalyst makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website, COY, information, software, products, benefits and services and related graphics and videos on the Website or other media channels for any purpose. To the maximum extent permitted by applicable law, the Website, COY, all such information, software, products, services and related graphics and videos are provided „as is“ without warranty or condition of any kind. CoinAnalyst disclaims all warranties and conditions regarding the Website and COY, information, software, products, services, related graphics, videos and benefits, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

## **20. Notices**

- 20.1 We may provide any notice to you under these Sale T&C by (i) posting a notice on the Website; or (ii) sending an e-mail to the e-mail address then associated with you. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your e-mail address up to date. You will be deemed to have received any e-mail sent to

the email address then associated with you when we send the email, whether or not you actually receive or read the email.

20.2 To give us notice under this Agreement, you must contact us by email to [contact@coinanalyst.tech](mailto:contact@coinanalyst.tech). We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one Business Day after they are sent. “**Business Day**” means any day on which banking institutions are open for business in Frankfurt, Germany.

20.3 All communications and notices to be made or given pursuant to this Agreement must be in the German or the English language.

## **21. Dispute Resolution, Arbitration**

### 21.1 Binding Arbitration

As far as you are not a consumer pursuant to Sec. 13 German Civil Code, all disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Frankfurt am Main, Germany. The number of arbitrators shall be three. The language of the arbitral proceedings is German or English.

We accept arbitration proceedings by consumers via the European Commission’s online dispute resolution platform which is accessible at <https://ec.europa.eu/consumers/odr/>.

### 21.2 No Class or Representative Arbitrations

Any dispute arising out of or related to these Sale T&Cs is personal to you and CoinAnalyst and will be resolved solely through individual arbitration 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 tries 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.

### 21.3 Notice: Informal Dispute Resolution

Each Party will notify the other Party in writing of any arbitrable dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the dispute informally. Notice to CoinAnalyst shall be sent by e-mail to CoinAnalyst at [contact@coinanalyst.tech](mailto:contact@coinanalyst.tech). Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If you and CoinAnalyst cannot agree how to resolve the dispute within thirty (30) days after the date notice is received by the applicable Party or the Parties do not observe the notification period, then either you or CoinAnalyst may, as appropriate and in accordance with this section, commence an arbitration proceeding.

## **22. Governing Law and Venue**

22.1 These Sale T&C shall be governed by and construed and enforced in accordance with German laws, without regard to conflict of law rules or principles (whether of Germany or any other jurisdiction) that may cause the application of the laws of any other jurisdiction.

22.2 Any dispute between the Parties arising out of or relating to these Sale T&C or its subject (including non-contractual disputes of any claims not subject to arbitration) shall be subject – to the extent legally permitted – to the exclusive jurisdiction of the courts in Frankfurt am Main, Germany.

## **23. Severability**

Should any provision of these Sale T&C be or become invalid either in whole or in part, the other provisions of these Sale T&C shall remain in force. It is understood by the Parties hereto that any invalid provision shall be replaced by a valid provision which accomplishes as far as legally possible the economic effects of the invalid provision.

## **24. No waiver**

The failure of CoinAnalyst to enforce any of the provisions of these Sale T&Cs or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these Sale T&Cs.

## **25. Amendments**

We may change these Sale T&C occasionally as reasonably required to comply with law or regulation. If we make changes, we will post the amended Sale T&C at [www.coinanalyst.tech](http://www.coinanalyst.tech). The amended Sale T&C will be effective immediately or at any other date published in the amendment.

## Annex 1: Risks Factors

***Before making a decision regarding the purchase of the COY offered, prospective Participants should carefully review the risks described below in addition to other information contained in these Sale T&C and in the Whitepaper, and take these factors into account in making their purchase decision. The risks described below may turn out to be incomplete and therefore may not be the only risks to which CoinAnalyst, the CoinAnalyst Ecosystem and the COY are exposed.***

***The order in which the risks are presented does not reflect the likelihood of their occurrence or the extent or significance of the individual risks. By contributing at this stage, you have the potential advantages of contributing early in the formation of an innovative cryptocurrency-related project, but necessarily participate in the inherent risks. Thus, additional risks and uncertainties, of which we are currently not aware, can occur that could have a material adverse effect on CoinAnalyst, the CoinAnalyst Ecosystem and the COY.***

***If one or more of these risks, individually or together with other circumstances, were to materialize you may lose all or part of the value of the COY.***

**CoinAnalyst or the CoinAnalyst Ecosystem may be dissolved, in particular if CoinAnalyst is no longer entitled to use certain software on the basis of a licence agreement.**

It is possible that, due to any number of reasons, including, but not limited to, decrease in the Tokens' utility (including their utility for obtaining the services), the failure of commercial relationships, intellectual property ownership challenges, insolvency, or the liquidation of CoinAnalyst, the CoinAnalyst Ecosystem may no longer be viable to operate.

In particular, the CoinAnalyst Ecosystem depends on the entitlement to use the Web Observer software of its shareholder Cogia GmbH on the basis of a licence agreement and the termination of the licence agreement would thus adversely affect the ability of CoinAnalyst to conduct its business. Although the agreement is entered into for an indefinite period and may not be terminated without cause, there is, however, a risk that Cogia GmbH, as licensor, may terminate the licence agreement for cause, e.g. if CoinAnalyst cease payments under the license agreement, or, the license agreement may be terminated due to an insolvency of the licensor. Therewith, the Company would have to cease the use of the software owned by Cogia GmbH, which is crucial to implement the business strategy of CoinAnalyst.

Furthermore, it cannot be excluded that Cogia GmbH's intellectual property rights and the license granted to CoinAnalyst based thereon are or will be infringed by third parties. The enforcement of the intellectual property rights of Cogia GmbH against any infringer, before courts or otherwise, may divert the time and efforts of our management from our core business and cause additional costs and expenses. In addition, if Cogia GmbH as licensor fails to enforce its intellectual property, the licensed rights may not be adequately maintained or, the enforcement may be unsuccessful, e.g. if the judicial system is not regulated in a sufficient manner or the relevant jurisdictions do not recognize in a sufficient manner the enforcement of intellectual property rights. A failure to enforce Cogia GmbH's intellectual property rights against the infringement by third parties could have a material adverse effect on our business and the future development of the CoinAnalyst Ecosystem.

We may also become involved in proceedings where third parties challenge the intellectual property rights of Cogia GmbH and thus our right to use the software on the basis of a license granted by Cogia GmbH. This may prevent us from using the software required to operate the CoinAnalyst Ecosystem.

In case CoinAnalyst discontinues its operations, the Participants may lose parts or all the value of the COY or their contributions, as the contribution of Participants are not refundable and the proceeds from the ITS will be deployed even before the Tokens are ready to use within the CoinAnalyst Ecosystem.

**There is a risk that you may lose access to COY due to the loss of private key(s), custodial error or your error.**

A private key, or a combination of private keys, is necessary to control and dispose of COY stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing COY will result in loss of such COY. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your COY. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store COY, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your COY. Additionally, your failure to precisely follow the procedures set forth for buying and receiving COY, including, for instance, if you provide an incorrect address where the COY should be delivered to, or provide an address that is not ERC-20 compatible, may result in the loss of your COY.

**There are risks associated with the Ethereum Protocol.**

Because Tokens and the CoinAnalyst Ecosystem are partially based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the CoinAnalyst Ecosystem or COY. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the COY and the CoinAnalyst Ecosystem, including the utility of the COY for obtaining the services offered by CoinAnalyst, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

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. You acknowledge and understand that Ethereum block producers may not include your transaction when you want or your transaction may not be included at all.

**Miners could attack the Tokens in the course of validating token transactions.**

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the CoinAnalyst Ecosystem and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

**There is a risk of hacking and security weaknesses of the CoinAnalyst Ecosystem.**

Hackers or other malicious groups or organizations may attempt to interfere with the CoinAnalyst Ecosystem or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Furthermore, because the CoinAnalyst Ecosystem is based on open-source software, there is a risk that a third party or a member of the CoinAnalyst team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the CoinAnalyst Ecosystem, which could negatively affect the CoinAnalyst Ecosystem and the Tokens, including the utility of the Tokens for obtaining services from CoinAnalyst.

**The cryptocurrency funds of CoinAnalyst received in the ITS may be stolen.**

CoinAnalyst will make every effort to ensure that the cryptocurrency funds received from the ITS will be held in a wallet. Notwithstanding the security measures taken by CoinAnalyst, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects in the CoinAnalyst Ecosystem, in the smart contracts on which the wallet and the ITS rely, on the Ethereum or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the ITS is completed, CoinAnalyst may not be able to receive the cryptocurrencies raised and may not be able to utilize such funds for the further development of the CoinAnalyst Ecosystem. As such, distributed COY may hold little worth or value, and this would impact its trading price if COY can be traded on token exchanges.

**The fact that no minimum amount (soft cap) is set for the ITS may affect CoinAnalyst's development plans.**

There is no minimum amount set for the proceeds from the ITS. Therefore, our financial means in view of the intended use of the proceeds might be reduced. We may therefore not be able to progress the development of the CoinAnalyst Ecosystem as intended.

**There are market risks associated with Tokens.**

**The Tokens are intended to be used solely within the CoinAnalyst Ecosystem and CoinAnalyst will only support or otherwise facilitate any secondary trading of Tokens if it is ensured that the respective trading platform is sufficiently licensed for trading in financial instruments. This may limit the use of Tokens to the receipt of services, and could therefore create illiquidity risk with respect to any Tokens you own. If secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. Future sales or issuance of COY could adversely affect the market price, if any, of COY.**

Future sales or issuance of COY could materially and adversely affect the market price of COY, if trading is implemented on a token exchange. Any future sale or issuance of COY would increase

the supply of COY in the market which may result in a downward price pressure on COY. The sale or distribution of a significant number of COY outside of the ITS (including but not limited to the sales of COY undertaken after the ITS, issuance of COY as a reward to users of the CoinAnalyst Ecosystem), or the perception that such further sales or issuance may occur, could adversely affect the trading price, if any, of the Tokens.

**In principle, losses are not insured.**

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the deposit insurance scheme (*Einlagensicherungssystem*), or private insurance arranged by CoinAnalyst, to offer recourse to you.

**There are risks associated with uncertain regulations and possible enforcement actions.**

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the CoinAnalyst Ecosystem and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the CoinAnalyst Ecosystem and the Tokens. Regulatory actions could negatively impact the CoinAnalyst Ecosystem and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. CoinAnalyst may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Furthermore, there can be no assurance that governmental authorities will not examine the operations of CoinAnalyst and/or pursue enforcement actions against CoinAnalyst. This may subject CoinAnalyst to judgments, settlements, fines or penalties, or cause CoinAnalyst to restructure its operations and activities or to cease offering certain products or services, all of which could harm CoinAnalyst's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the CoinAnalyst Ecosystem and the COY.

**The purchase, holding and sale of Tokens may result in adverse tax consequences.**

The tax characterization of Tokens is uncertain and the purchase, holding and sale of Tokens may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements. You are strongly advised to seek your own tax advice in connection with purchasing Tokens.

**Competing ecosystems may enter into the market.**

We cannot exclude that alternative ecosystems will be established that offer services that are materially similar to the services offered by CoinAnalyst. The CoinAnalyst Ecosystem may compete with these alternatives, which could negatively impact the CoinAnalyst Ecosystem and Tokens, including the utility of the Tokens for obtaining the services.

**Limited interest in the CoinAnalyst Ecosystem may adversely affect the utility of the Tokens.**

It is possible that the CoinAnalyst Ecosystem will not be used by a large number of individuals, companies and other entities. Such a lack of use or interest could negatively impact the potential utility of the Tokens for obtaining the services provided by CoinAnalyst.

**There is no guarantee that the ongoing development and maintenance of the CoinAnalyst Ecosystem will lead to specification of the CoinAnalyst Ecosystem that were expected at the time of purchase of the COY.**

The CoinAnalyst Ecosystem is still under development and may undergo significant changes over time. Although we intend for the CoinAnalyst Ecosystem to provide the functionalities and specifications as described in the Whitepaper and intend to take commercially reasonable steps toward those ends, we may have to make changes to any timelines announced in the Whitepaper, or the specifications of the Tokens or CoinAnalyst Ecosystem for any number of legitimate reasons. This could create the risk that the Tokens or the CoinAnalyst Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase of the COY.

**An unfavourable fluctuation of cryptocurrencies or tokens of possible strategic partners accepted by CoinAnalyst in the ITS may decrease the proceeds from the ITS.**

If the value of Bitcoin and/or Ethereum fluctuates unfavourably during or after the ITS and despite our effort to hedge the proceeds of the ITS, we may not be able to fund the further development, or may not be able to develop or maintain the CoinAnalyst Ecosystem in the manner that is intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of the cryptocurrencies, including security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

The same may apply to tokens issued by strategic partners of CoinAnalyst if CoinAnalyst decides to accept such token as consideration for COY in the course of a token swap as the value of such tokens may be extremely volatile as well. It cannot be assured that the COY and the tokens received by CoinAnalyst in a possible token swap will always correspond in value. Furthermore, it cannot be guaranteed that the strategic intention, for which CoinAnalyst might accept such token, can be realized.

**COY do not provide for any governance rights.**

Because COY confer no governance rights of any kind with respect to the CoinAnalyst Ecosystem or CoinAnalyst, all decisions involving its services within the CoinAnalyst Ecosystem will be made by CoinAnalyst in its sole discretion, including, but not limited to, decisions to discontinue its products or services, to create and sell more COY for use on the CoinAnalyst Ecosystem, or to sell or liquidate CoinAnalyst. These decisions could adversely affect the CoinAnalyst Ecosystem and the utility of the COY you own, including their utility for obtaining Services.

**The termination of providing services by business partners to CoinAnalyst may adversely affect the CoinAnalyst Ecosystem.**

Especially at the start, CoinAnalyst relies on business partners to provide certain services, especially services that require licenses as financial service institutions. While we have legally-binding agreements with business partners and are already in talks with further potential partners, we cannot exclude that business partners will terminate their cooperation for whatever reason and we cannot guarantee that we can close new agreements with potential partners, if and when needed. Furthermore, 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 might

have a material adverse effect on the CoinAnalyst Ecosystem. The provision of certain services might therefore be interrupted, delayed or cannot be offered at all, which would have a material adverse effect on the CoinAnalyst Ecosystem.

**Relocations of, and security breaches or damages to data centre facilities used by CoinAnalyst may negatively affect the CoinAnalyst Ecosystem and the utility of the COY.**

CoinAnalyst's infrastructure is established through servers that it rents at data centre facilities of third parties. If CoinAnalyst is unable to renew its data facility lease under commercially reasonable terms or at all, CoinAnalyst may be required to transfer its servers to a new data centre facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorized access to the data in such servers. As techniques used to obtain unauthorized access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, CoinAnalyst and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. Any such security breaches or damages will negatively impact CoinAnalyst's infrastructure network and/or the CoinAnalyst Ecosystem and may adversely impact the utility of COY.