SECOND ADDENDUM TO THE SMART CONTRACTS LTD. RFP #001

Issued by

SMART CONTRACTS LTD.

October 8, 2018

RECITALS

This Second Addendum dated October 8, 2018 is issued by:

Smart Contracts Ltd., a company incorporated under the laws of Antigua and Barbuda ("**SC**")

WHEREAS:

(A) SC wishes to introduce SC's option to divide the Awards amongst multiple Bidders.

(B) This Second Addendum sets out the terms upon which SC wishes to amend the terms of the Smart Contracts Ltd. RFP #001 dated March 20th, 2018, as amended by the First Addendum (collectively, the "**RFP**").

(C) Accordingly, SC is issuing this Second Addendum to record its amendments in writing and to communicate the amendments to all Bidders.

IT IS AGREED AS FOLLOWS:

1. **INTERPRETATION**

1.1   Unless otherwise defined herein or the context indicates otherwise, words and expressions defined in the RFP shall have the same meaning where used in this Second Addendum and any references in this Second Addendum to the word Section shall be a reference to a Section in the RFP, as applicable.

1.2   In the event of a conflict between the provisions of this Second Addendum and the provisions of the RFP in relation to the subject matter hereof, the provisions of this Second Addendum shall prevail to the extent of the inconsistency.

1.3   Amendments made to the RFP by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.

2. **AMENDMENTS TO THE RFP**

With effect from the date of notice of this Second Addendum, the RFP is hereby amended as follows:

2.1   By the amendment of the following excerpts of Section 2.2 of the RFP to read as follows:

Proposals will be accepted during the period from the RFP Start Date until the earlier of (a) RFP End Date and (b) ~~the date that a Bidder is selected by the Assessment Panel to be awarded the MLA~~ <u>the date on which the aggregate of £5,000,000 is fully awarded under the RFP</u> (the "RFP Period"). As further

detailed herein, the ~~first~~ Proposal**(s)** which the Assessment Panel determines have met the RFP Objective prior to the RFP End Date will be granted **an** MLA Award, as provided herein.

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Phase 2: From the Proposal Date, for a period of approximately 90 (ninety) days in duration **or such longer duration required to fully assess a Proposal** (the "Assessment Period"), each Release 1 will be operated, tested and assessed by a panel of experts selected by SC and nChain (the "Assessment Panel"). Each Proposal (including the respective Release 1) will be reviewed in the order in which they are received by the Assessment Panel (on a first-come-first-served basis). For greater certainty, (a) SC reserves the right to continue to receive Proposals from any other Bidders during the RFP Period, including during Phase 2 of any Proposal, and (b) the evaluation of a Proposal during the Assessment Period in no way confirms that the Proposal will be selected to proceed to Phase 3. For each Bidder, Phase 2 will terminate upon the earlier of a receipt of a Notice of Rejection from SC or ~~the selection of a successful Proposal~~ **the announcement of the conclusion of Phase 2 by SC**.

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Phase 2 and Phase 3 may occur simultaneously if SC intends to award multiple MA's. If a Bidder is selected under Phase 2, then Phase 3 will commence for the selected Bidder **(and Phase 2 will continue for other Bidders)**:

Phase 3: An MA, if a selection is made during the RFP process, will be awarded to the Bidder**(s)** that submitted a successful Release 1 according to the Assessment Criteria (as defined in Section 8), as determined in the sole discretion of the Assessment Panel. Upon being selected, the potential winning Bidder**(s)** will execute the MA and the Bidder Affidavit, adhere to the Right of First Negotiation set out in Section 7.6, and shall complete such modifications, if any, as were identified by the Assessment Panel as functional improvements to move the BCH Solution into production and licensing for use (such production release, "**Release 2**").

The potential successful Bidder**(s)** will reasonably cooperate with the Assessment Panel during Phase 2, (including implementing Release 1 in the environment provided by the Assessment Panel) and Phase 3.

2.2   Section 2.3.3. of the RFP is replaced in its entirety with the following:

The nature of the MA or any other contracts executed between SC and a Bidder in connection with this RFP may vary depending on whether the Bidder is an

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Organization Applicant, Team Applicant or Individual Applicant **and whether SC selects multiple Bidders**.

2.3   Section 2.4 of the RFP is replaced in its entirety with the following:

2.4.1 In consideration for the execution of the MA and the Bidder Affidavit, and conditioned upon compliance with all other requirements of this RFP, the Bidder**(s)** awarded the RFP by the Assessment Panel will be given £2,500,000 **(to be divided, in such amounts as SC determines in its sole discretion, in the event multiple Bidders are awarded)**, paid in BCH at the daily average exchange rate (BCH/£) as reported on Cex.io, calculated as of 5:00 pm GMT on the thirtieth (30th) day after the Announcement Day, **or such other date as agreed to by the Parties** (the "**MA Award**"). For clarity, if the Announcement Day is January 1st, the daily average exchange rate (BCH/£) as reported on https://cex.io/bch-gbp for January 31st, will be used to calculate the MA Award in BCH.

2.4.2 Subject and subsequent to the Bidder**(s)** having received **an** MA Award, upon the later of the successful release of Release 2 or the expiry of the Right of First Negotiation (the "**Release Date**") **for each Bidder(s)**, and conditioned upon compliance with all other requirements of this RFP, the Bidder**(s)** awarded **an** MA Award will be given an additional £2,500,000 **(to be divided, in such amounts as SC determines in its sole discretion, in the event multiple Bidders are awarded)**, paid in BCH at the mean five (5) day daily average exchange rate (BCH/£) as reported on Cex.io, calculated as of 5:00 pm GMT on the fifth (5th) day after the Release Date (the "**Release Award**" and together with the MA Award, the "**Awards**"). For clarity, if the Release Date is July 1st, the mean daily average exchange rate (BCH/£) as reported on https://cex.io/bch-gbp for the 5 days until July 5th, will be used to calculate the Release Award in BCH.

2.4.3 The Awards are not transferable or convertible, including to any other form of currency, and must be accepted as awarded.

2.4.4 Subject to the this RFP, the potential successful Bidder**(s)** shall receive the Awards on the dates specified herein, at the wallet address provided by the Bidder**(s)** in their Proposal, following the format set out in Appendix 1 (Proposal Form). SC cannot guarantee that access to a selected Bidder's wallet will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted Awards. Neither party shall be liable for any indirect damages, loss of profits, sales business or revenue in relation to any such delays, failures, errors, omissions or loss of transmitted Awards.

2.4   Section 5.3.1 of the RFP is replaced in its entirety with the following:

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to engage in discussions, ~~or to~~ negotiate **and/or enter into separate agreements** with any Bidder as it sees fit, or with another Bidder or Bidders concurrently, including without limitation about possible changes in parties that may form a consortium Bid. SC shall incur no liability to any Bidder as a result of such discussions negotiations, ~~or~~ changes **or agreements** and such discussions, negotiations, changes or agreements shall not affect the irrevocability of the Bidder's Proposal as specified, which irrevocability shall remain in full force and effect, until such time as the Proposal is accepted, the Proposal expires (which for greater certainty cannot occur until after the Irrevocability Period), or SC and the Bidder mutually agree in writing on any modified terms as a condition to SC acceptance of their Proposal;

2.5   By the amendment of Section 6 of the RFP by the addition of the following Section 6.2.8:

to select and grant the Award to more than one Bidder that meets the RFP Objective without obligation, liability, cost, or penalty to SC.

2.6   By the amendment of Section 7.5 of the RFP by the addition of the following Section 7.5.4:

Where SC exercises its rights under 6.2.8, SC may divide the Award among each successful Bidder, in such amounts as SC determines in its sole discretion, and amend the MA and/or issue multiple MA's accordingly.

3.   **AMENDED AND RESTATED MA**

With effect from the date of notice of this Second Addendum, the MA is hereby amended and restated as set out in Appendix A attached hereto.

4.   **SAVINGS CLAUSE**

Save to the extent specifically or by necessary implication modified in or inconsistent with the provisions of this Second Addendum, all the terms and conditions of the RFP shall *mutatis mutandis* continue in full force and effect and be binding upon the parties according to their terms.

5.   **GENERAL**

5.1   The persons issuing this Second Addendum in representative capacity hereby warrant their authority to do so.

5.2   By providing notice of this Second Addendum, the parties agree to the terms and conditions set forth in this Second Addendum.

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APPENDIX A – AMENDED AND RESTATED MASTER AGREEMENT

Attached.

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Bidder Corp.

Smart Contracts Ltd.

nChain Holdings Limited

AMENDED AND RESTATED MASTER AGREEMENT

Made the \<@\> day of \<@\>, 20\<@\>

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<div align="center">**AMENDED AND RESTATED MASTER AGREEMENT**</div>

THIS MASTER AGREEMENT made the <@> day of <@>, 20<@>

BETWEEN:

        Smart Contracts Ltd., a company incorporated under the laws of Antigua and Barbuda

        (the "**Sponsor**")

        — and —

        Bidder Corp, a company incorporated under the laws of <@>

        (the "**Developer**")

        — and —

        nChain Holdings Limited, a company incorporated under the laws of Antigua and Barbuda

        ("**nChain**")

        (each, a "**Party**", and collectively, the "**Parties**")

PREAMBLE:

A.   From time to time the Sponsor provides funding to various software development groups, on a non-exclusive basis, to promote the utility, usability, and general proliferation of the use of the Bitcoin Cash ("**BCH**") blockchain and cryptocurrency. The Bitcoin Cash or BCH blockchain and cryptocurrency will be construed as the version of Bitcoin Cash promoted or designated by Sponsor from time to time (irrespective of the ticker symbol actually used).

B.   The Developer wishes to develop software to create a system, or suite of interacting systems, that will enable tokenization of digital assets, financial instruments and other subject matter – and thus enable the issuance of tokens and smart contracts - on the BCH Blockchain (the "**BCH Solution**").

C.   nChain wishes to acquire all intellectual property rights in the BCH Solution and to provide technological advice and support to the Developer for the purposes of the Developer carrying out its obligations under this MA.

D.   Pursuant and subject to the terms and conditions of the Smart Contracts Ltd. RFP #001 dated March 20th, 2018 (the "**RFP**"), Sponsor wishes to fund the BCH Solution in the amount of up to £<@> ("**Sponsorship Support**").

E.   The Developer has agreed to accept the Sponsorship Support on the terms and conditions as set out in this MA.

In consideration of their respective covenants and agreements set out below and of other consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. **Funding and Deliverables**

   a) As more particularly described in Sections 1(d) and (e), upon execution of this MA the Sponsor shall incur the expense of £<@> to be paid in Bitcoin Cash.

   b) The Parties shall mutually agree upon a schedule of deliverables, including, but not limited to the deliverables as set out in the proposal attached hereto as Schedule "A" (the "**Developer Proposal**").

   c) In consideration for the execution of this MA, the Intellectual Property Assignment (Schedule B) and the Bidder Affidavit (Schedule D), and conditioned upon compliance with all other requirements RFP, the Sponsor shall pay the Developer, £<@>, paid in BCH at the daily average exchange rate (BCH/£) as reported on Cex.io, calculated as of 5:00 pm GMT on the thirtieth (30th) day after the Announcement Day or such other date as agreed to by the Parties (the "**MA Award**"). For clarity, if the Announcement Day is January 1st, the daily average exchange rate (BCH/£) as reported on https://cex.io/bch-gbp for January 31st, will be used to calculate the MA Award in BCH.

   d) Subject and subsequent to the Developer having executed and received the consideration for this MA, upon the later of the successful release of Release 2 or the expiry of the Right of First Negotiation (as defined in the RFP), and conditioned upon compliance with all other requirements of the RFP, the Sponsor shall pay the Developer an additional £<@>, paid in BCH at the mean five (5) day daily average exchange rate (BCH/£) as reported on Cex.io, calculated as of 5:00 pm GMT on the fifth (5th) day after the Release Date (the "**Release Award**" and together with the MA Award, the "**Awards**"). For clarity, if the Release Date is July 1st, the mean daily average exchange rate (BCH/£) as reported on https://cex.io/bch-gbp for the 5 days until July 5th, will be used to calculate the Release Award in BCH.

2. **Technological Support**

   a) nChain, at its sole discretion, may provide technological, research and intellectual property support to the Developer, at such times and places as nChain determines. nChain may also seek to facilitate collaboration between Developer's work on the BCH Solution and other BCH development projects that nChain, the Sponsor or CoinGeek are supporting.

   b) nChain shall not be reimbursed for its expenses for providing such support.

   c) To the extent that nChain permits the use of its intellectual property to be used in the BCH Solution, ownership of such intellectual property will remain with nChain. The grant of

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such licenses to the Developer shall be at the sole discretion of nChain and shall be evidenced by nChain and the Developer entering into ensuing licensing agreements.

3. **Ownership and Assignment of Intellectual Property**

a) In consideration for the Sponsor Support and of other consideration (the receipt and sufficiency of which are hereby acknowledged), the Developer shall execute the Intellectual Property Assignment set out in Schedule B and shall assign all Intellectual Property Rights (as defined in the Intellectual Property Assignment) and ownership of the BCH Solution to nChain, as set out therein. .

b) nChain agrees and is obligated to make the BCH Solution publicly available for usage on the Bitcoin Cash blockchain through an "Open Bitcoin Cash License," in the same form as attached hereto as Schedule "C" (the "**Public Licence**"). It is noted the "Open Bitcoin Cash License" restricts the free use of the BCH Solution to only the BCH blockchain. nChain agrees to this restriction and acknowledges that such restriction is a condition precedent to Sponsor and the Developer entering into this MA.

4. **Publicity**

a) The Sponsor is authorized to publicize its financial support, and the Sponsor and nChain are both authorized to publicize their involvement with the BCH Solution, in their sole discretion.

b) Subject to the confidentiality provisions in Section 8 below, the Developer shall make statements, make available its key personnel for media interviews, and take all such other reasonable actions requested by the Sponsor to assist the Sponsor in publicizing its general involvement with the BCH Solution.

c) The Developer shall not make public statements about the BCH Solution or the contents of this MA without the express written consent of the Sponsor, which consent may be unreasonably withheld.

5. **Termination**

a) The Sponsor may terminate this MA for any reason at any time, upon 30 days prior written notice. Upon any termination, the ownership and intellectual property assignment provisions of Section 3 shall survive.

b) Upon termination of this MA, for any reason, nothing herein shall be construed to release any Party from any obligation that matured prior to the effective date of such termination. Upon termination of this MA, and without derogating from the Public Licence or from the Intellectual Property Assignment, each Party shall return to the other Party any confidential information disclosed by the other Party under this MA.

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6. <u>**Budgeting, Right to Audit, and Copies of Code**</u>

a) Sponsor and nChain shall have the right, upon reasonable written notice and at reasonable times, to be provided a copy of the code, supporting documentation, and records relating to the BCH Solution.

b) Developer shall provide the Sponsor and nChain all such code, supporting documentation, and records related to the BCH Solution as soon as reasonably practical upon receipt of such written notice.

c) Developer shall provide the Sponsor a report (the "**Report**") within thirty (30) days of the end of each quarter. The Report shall identify variances, if any, between the dates of release for Release 2 as proposed in the Developer Proposal and the current status of progress towards achieving such date of release for Release 2.

d) Developer shall keep accurate and complete records for all development related to Release 2 of the BCH Solution. Upon no less than ten (10) days written notice and no more than once per quarter, the Sponsor may audit or use a third party to audit the Developer's records relating to its performance under this MA.

7. <u>**Indemnification**</u>

a) The Developer agrees it will defend, indemnify, reimburse and hold harmless the Sponsor and nChain, and their affiliates, shareholders, directors, officers, and their respective agents and employees and their successors and assigns (collectively the "**Indemnified Parties**"), and each of them, for, from and against any and all claims, demands, liabilities, actions and proceedings, that may be made or brought against the Indemnified Parties or which the Indemnified Parties may sustain, pay or incur, that results or arises from this MA, the RFP or Developer's work on the BCH Solution.

b) It is not necessary for the Indemnified Parties to incur expense or make payment before enforcing such right of indemnity.

8. <u>**Representations and Warranties**</u>

The Developer represents and warrants that it is the sole and exclusive owner of the BCH Solution and that it has all the necessary rights and authority to assign the Intellectual Property Rights contemplated herein. The Developer shall cause any consortium partners, team members, employees, agents, representatives, or any other personnel or individuals whom participated in the RFP process on its behalf to irrevocably sell, assign, transfer, waive and set over, to the Developer its or their entire right, title and interest, in and to: (i) the BCH Solution in any and all jurisdictions, free and clear of all charges, liens, security interests, claims or encumbrances of any kind whatsoever; and (ii) all Intellectual Property Rights relating to the BCH Solution or any components thereof. The Developer shall cause any consortium partners, team members, employees, agents, representatives, or any other personnel or individuals whom participated in the RFP process on its behalf to irrevocably waive on behalf of the Developer any moral rights in and to any of the foregoing.

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9. Confidentiality

"**Confidential Information**" is described generally as any and all current and future business, technical, or financial information or data, including budgets, forecasts, projections intentions or plans, and estimates and all analyses related thereto, customer and employee names, addresses, and related data, contracts, practices, services and support, and related procedures and processes. Confidential Information may be acquired during any office or facilities visits or otherwise by inspection and also includes, on behalf of Sponsor and nChain, any feedback provided by Sponsor and nChain on the Developer's BCH Solution, and any review, summary or analysis based on any Confidential Information. Confidential Information shall also include the material terms (including financial terms) of this MA, unless the parties agree to publicize any such terms.

The Developer undertakes that neither it nor its directors, officers, employees, agents or contractors will, without the prior written consent of the Sponsor or nChain, disclose any Confidential Information of Sponsor or nChain unless:

a) the disclosure is expressly permitted by this MA;

b) the information is already in the public domain (unless it entered the public domain because of a breach of this Section by the Developer);

c) the disclosure is made on a confidential basis to the Developer's officers, employees, agents, financiers or professional advisers, and is necessary for the Developer's business;

d) the disclosure is necessary to comply with any applicable law, or an order of a court or tribunal;

e) before disclosing any Confidential Information in accordance with this MA, the Developer must use its best endeavours to provide the Sponsor or nChain with a draft of the proposed disclosure for its consideration and comment.

For greater certainty, none of the foregoing provisions shall in any way derogate from the Public Licence or Intellectual Property Assignment.

10. Entire Agreement

This MA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, whether written or oral, between the Parties with respect thereto.

11. Further Assurances

The Developer hereby covenants and agrees, without further consideration, for itself and its successors, to do all such lawful acts and things and to execute and deliver further lawful assignments, documents, applications and other instruments as may reasonably be required to secure the Developer's rights (and by extension the rights of the Sponsor or nChain granted

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herein) in the BCH Solution relating to or associated therewith and any patent, copyright, trademark, tradename, domain name or other applications and registrations therefor.

12. Amendment

This MA may be amended, modified or supplemented only by written agreement signed by all of the Parties.

13. Governing Law

This MA shall be governed by and enforced and interpreted in accordance with the laws of Antigua and Barbuda. The Parties hereby submit and attorn to the exclusive (other than for the purpose of enforcing judgments) jurisdiction of the courts of Antigua and Barbuda with respect to any matter relating hereto.

14. Dispute Resolution

All disputes relating to this MA shall be subject to final and binding arbitration to be held in London, England pursuant to the *International Chamber of Commerce Arbitration Rules*, 2012, as amended. Nothing in this Section 12 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a dispute or to prevent the expiration of a limitation period. In the event any such arbitration is necessary to enforce the terms of this MA, the prevailing party shall be entitled to collect from the other any judgment or settlement sums due plus reasonable legal fees, court costs and other expenses incurred by the prevailing party for such arbitration.

15. Notice

Any and all notices required to be sent pursuant to the terms of this MA shall be in writing and shall be sent by mail, or personally delivered, or sent by e-mail, to the Parties at their addresses as hereinafter set out.

If to the Sponsor at:

PO Box W291
Woods Centre
St. John's, Antigua

Attention: President
Email: notice@stillmeadowholdings.com

If to nChain at:

44 Church Street
St. John's, Antigua

Attention: Jimmy Nguyen
Email: jimmy@nchainholdings.com

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If to the Developer at:

[**Address**]

Attention:
Email:

16. <u>Severability</u>

If any provision of this MA is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the invalidity, legality or enforceability of the remaining provisions of this MA shall not in any way be affected or impaired thereby so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to such Party.

17. <u>Enurement</u>

This MA shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

18. <u>Survival</u>

The Parties' obligations under Sections 2(c), 3, 4, 6, 7, 8, 9, 11, 13 and 14 shall survive the termination or expiry of this MA.

19. <u>Counterparts</u>

This MA may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one instrument.

20. <u>Legally Binding</u>

This MA is intended to be legally binding in all respects on the Parties hereto.

[Remainder of page left intentionally blank]

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IN WITNESS WHEREOF this Master Agreement has been executed by the Parties as of the date first written above.

Smart Contracts Ltd.   **Bidder Corp.**

By: _____   By: _____
    Name: Name:
    Title: Authorized Signatory   Title: Authorized Signatory

nChain Holdings Limited

By: _____
    Name:
    Title: Authorized Signatory

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SCHEDULE "A"

DEVELOPER PROPOSAL

ATTACHED

SCHEDULE "B"

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the "**Assignment**") is made as of ___ <@>, 201__ (the "**Effective Date**")

B E T W E E N:

<@>, a corporation incorporated under the laws of <@>

(the "**Assignor**")

– and –

<@>, a corporation incorporated under the laws of Antigua and Barbuda

(the "**Assignee**")

WHEREAS the Assignor and the Assignee are parties to a master agreement dated <@> (the "**Master Agreement**"), relating to the development of the system, or suite of interacting systems, which enable tokenization of digital assets, financial instruments and other subject matter – and thus enable the issuance of tokens and smart contracts - on the BCH Blockchain (as more particularly described in the Master Agreement, the "**BCH Solution**");

WHEREAS the Assignor owns the Intellectual Property Rights in the BCH Solution**.**

WHEREAS the Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign and transfer to the Assignee, all of the Assignor's rights, title and interest in and to the BCH Solution, including all Intellectual Property Rights associated therewith;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby, for all purposes, acknowledged, the parties hereto agree with each other as follows:

1. **Intellectual Property Rights.** For the purposes of this Assignment, "**Intellectual Property Rights**" means any proprietary right provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) semi-conductor chip or mask work law, and (vi) any other statutory provision or common law principle which may provide a right in either (a) ideas, formulae, algorithms, concepts, processes, procedures, methods, inventions or know-how generally including trade secret law, or (b) the expression of such ideas, formulae, algorithms, concepts, processes, procedures, methods, inventions or know-how; including all registrations of same, all applications therefor, and all other registrations which may issue from any such applications.

2. **Transferred Intellectual Property.** For the purposes of this Assignment, "**Transferred Intellectual Property**" means all rights, title and interest, including all Intellectual Property Rights, in the BCH Solution.

3. **Assignment.** The Assignor does hereby irrevocably assign, transfer and set over to the Assignee its entire right, title and interest in and to the Transferred Intellectual Property, in any and all countries, whether or not such Intellectual Property Rights are patentable or registrable under patent, copyright, or similar laws; including the right to apply for and to obtain copyright registrations, letters patent and any other registrations, together with the Assignor's entire right, title, interest and benefit in and to any applications therefor, and any copyright registrations, letters patent and any other registrations which may issue from any such application.

4. **Waiver of Moral Rights.** The Assignor hereby irrevocably waives all moral rights (or other similar rights) which it has in the Transferred Intellectual Property.

5. **Further Assurances.** The Assignor hereby covenants and agrees, for itself and its successors, to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, documents, applications and other instruments as may reasonably be required by the Assignee, its successors, assigns, or legal representatives, to secure the Assignee's rights in the Transferred Intellectual Property including the Intellectual Property Rights relating to or associated therewith.

6. **Governing Law.** This Assignment shall be governed by and construed, interpreted and enforced in accordance with the laws of Antigua and Barbuda. The Parties hereby submit and attorn to the exclusive (other than for the purpose of enforcing judgments) jurisdiction of the courts of Antigua and Barbuda with respect to any matter relating hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of and effective from the day and year first above written.

<@>

By: _____
    Name:
    Title:

<@>

By: _____
    Name:
    Title:

SCHEDULE "C"

OPEN BITCOIN CASH LICENSE

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1. The grant to deal provided above is restricted to dealing in the Software only for purposes of creating products or applications that operate only on the Bitcoin Cash ("**BCH**") blockchain. The Bitcoin Cash or BCH blockchain and cryptocurrency will be construed as the version of Bitcoin Cash promoted or designated by nChain Holdings Limited from time to time (irrespective of the ticker symbol actually used).

2. Redistributions of all copies or substantial portions of the source code of the Software must retain the above copyright notice and permission notice, this list of conditions and the following disclaimer.

3. Redistributions of all copies or substantial portions of the object code of the Software must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

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SCHEDULE "D"

BIDDER AFFIDAVIT

ATTACHED