

TERMS & CONDITIONS

1. By completing the registration form and transferring funds by way of the website token.xmanna.com (the "**Contribution**"), you are deemed to provide a loan to **XMANNA Software Technologies Inc.** (the "**Borrower**"), and to agree to the terms and conditions set out herein.
2. The Borrower shall apply the Contribution toward expenses incurred in its operations.
3. The Contribution shall not bear interest.
4. The Borrower shall repay the Contribution to you on or before 31 December 2021 (the "**Repayment Date**").
5. The Borrower may repay all or any portion of the Contribution at any time before the Repayment Date with no penalty or other fee required for such prepayment.
6. Any repayment of all or part of the Contribution made hereunder shall be paid on the Repayment Date, and shall be made without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the Borrower shall pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding; and furnish to you, promptly after receipt thereof, an official receipt of the relevant taxation or other authorities concerned of payment to them of the amounts so deducted or withheld.
7. The Borrower shall maintain accounts recording the amounts from time to time owed by it by you hereunder. In any legal proceedings or otherwise for the purposes hereof the entries made in such accounts shall, in the absence of manifest error, be conclusive and binding on you as to the existence and amount of amounts owing to you by the Borrower.
8. Without derogating from the foregoing, you and the Borrower may agree that your Contribution shall be netted off against a contribution you may elect to make in future in connection with the acquisition of cryptographic tokens which may be issued in future by any legal entity. You explicitly acknowledge and agree that any such token issuance shall be carried out by such legal entity and not by the Borrower, and shall be subject to such token acquisition terms as may be in force between you and such entity, and to any applicable legal and regulatory requirements and limitations (including, inter alia, conducting customer due diligence procedures).
9. These terms & conditions constitute the entire agreement between you and the Borrower with respect to the subject matter hereof, and may not be modified except in writing executed by you and the Borrower. Neither you nor the Borrower shall be permitted to assign or transfer any rights or obligations hereunder to any third party without obtaining the prior written consent of the other party. No behavior by either party hereto shall be deemed to constitute a waiver of any rights according hereunder, and/or a waiver of or consent to any breach or default in respect of any of the terms hereof, or a change, invalidation or addition to any term, unless expressly made in writing. If any provision hereof is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.
10. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms & conditions shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.