



BOUNTY PROGRAM
TERMS AND CONDITIONS

**Attention! This investment falls outside AFM supervision.
No license and no prospectus required for this activity.**



By submitting your e-mail address and/or connecting your EOS and/or Telos account on the website <https://wordproof.io> (the “**Website**”), you hereby agree (i) to become a party to this agreement (the “**Agreement**”) and (ii) that your counterparty is **WordProof B.V.**, a private limited company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (1017 XS) Amsterdam, the Netherlands at the address of Weteringschans 106, registered with the Dutch Chamber of Commerce under file number 74975986 (“**WordProof**”).

RECITALS:

- A. WordProof is engaged in the development of an open-source project on the EOS blockchain, which has the ultimate goal of creating a ‘validation-stamp-standard’ for WordPress and other (future) WordProof supported platforms, in which future cryptographic WORD Tokens play a central part (the “**Project**”). The Project is further described on the Website and the whitepaper published on the Website, which will be available in the future.
- B. In preparation of the actual launch of the Project, WordProof has the intention to issue WORD Tokens to early users, contributors and developers in exchange for performing pre-determined achievements (the “**Bounty Program**”). In addition to the Bounty Program, WordProof envisages to hold a private and/or public sale and (other) giveaways towards the community of WORD Tokens in the (nearby) future.
- C. You are interested in the Project and therefore want to obtain information about the Project and the Bounty Program, with the possibility to eventually participate in the Bounty Program.
- D. When taking part in the Bounty Program, you can obtain future WORD Tokens in exchange for performing pre-determined achievements on behalf of the Project as described in this Agreement, on the terms set forth in this Agreement.
- E. The Website and the Account you have created thereon have, among other things, but not limited to those, the following purposes:
 - i. providing information regarding the Project and the Bounty Program;
 - ii. making a non-binding selection of persons eligible for participating in the Bounty Program;
 - iii. refining the selection described in recital ii;
 - iv. excluding fraudulent people from the Bounty Program; and
 - v. providing a portal via which you can participate in the Bounty Program.

- F. You realise that using the Website is subject to constant monitoring by WordProof, whereas WordProof has the right to exclude and/or disconnect your Account at any time without any prior notice or justification whatsoever.
- G. You realise that connecting your Account and/or entering into this Agreement does not give you any rights and/or does not oblige WordProof to (do) anything, except for the actions expressed in this Agreement. More specifically and for the avoidance of doubt: signing into and/or using your Account in connection with the Project and/or entering into this Agreement does not give you the right and/or does not oblige WordProof to enter into any further agreement whatsoever.
- H. You realise that the Project as described in recital A is very high-risk which means that, among other things but not limited to that, there is a significant risk for you that the (to be allocated) WORD Tokens (now and/or in the end) will not represent any, or only very limited, (actual) value, and that you specifically, but not limited to that:
- i. do not have any opportunity to acquire shares or similar (property and/or equity) rights in WordProof's capital;
 - ii. will not receive any dividend in any form whatsoever;
 - iii. will not obtain any control over or in WordProof, or any other legal entity, in any form whatsoever;
 - iv. are not entitled to any (property) right regarding the (intellectual property rights with regard to the) Project in any form whatsoever, while WordProof will only make the Project's open-source part of the code available to the public;
 - v. realise that more than one other party will probably also obtain future WORD Tokens, which means that there is no exclusivity for you in any form whatsoever;
 - vi. realise that the Project's development is not yet finalised which means that the Project (in the end) may not be feasible for technical, economic, commercial or other reasons, in which case you do not have any right to compel WordProof to continue developing the Project, and/or to compel WordProof to carry out and/or to cause others to carry out any other action(s);
 - vii. realise that the future WORD Tokens have not been issued yet, which means it may be possible that the WORD Tokens cannot (in practice) be issued as a result of (changed) market conditions, (amended) legislation, (changed) points of view on the part of the regulators and/or for other reasons, so that it is not certain that you will actually obtain the WORD Tokens, in which case you are not entitled to any compensation in any form whatsoever;
 - viii. realise that this Agreement is an agreement *sui generis* and does not in any way constitute a loan agreement, purchase agreement, barter agreement or security, while the funds provided by you do not in any way constitute a debt owed by WordProof towards you nor does it grant you any rights with respect to WordProof other than as stipulated in this Agreement, while furthermore the activities of WordProof in connection with this Agreement are not regulated under the Dutch Financial Supervision Act (*Wet op het Financieel Toezicht*);
 - ix. acknowledge that the WORD Tokens are not securities (*effecten*), within the meaning of the Dutch Financial Supervision Act and no items or objects (*zaken*), within the meaning of the Dutch Civil Code (*Burgerlijk Wetboek*); and
 - x. are not entitled to personally or via (a) class action(s) hold WordProof, its advisors, shareholders and/or its directors, liable for any damages arising out of any of these or the foregoing recitals, nor for any damages arising out of or in connection with (the execution of) this Agreement as a whole and/or the Project.

- I. In order to illustrate your (technical) knowledge of the status and functioning of blockchain-technology and the application thereof, you hereby acknowledge (that you realise), amongst other things but not limited to those, that:
- i. blockchain is a new and largely unregulated form of interaction and doing business. Many jurisdictions have not yet adopted their legal systems to this up and coming application of technology. As a result of this, upcoming changes in legal systems and/or other circumstances may result in substantial changes in the blockchain application and/or the (execution of the) Project, which in turn may lead to (the complete) loss of (the value of) the future WORD Tokens;
 - ii. (personal) data which is entered into and saved onto the blockchain becomes publicly available, immutable and (possibly) undeletable;
 - iii. once the future WORD Tokens have been transferred by WordProof, they are only accessible via your digital EOS wallet, Telos wallet and/or any other wallet on an EOS.IO chain which is supported by WordProof. The wallet requires the means to store and access the private key. If either the private key or wallet is compromised this can result in the unrecoverable and permanent loss of the future WORD Tokens which are held in that wallet; and
 - iv. blockchain and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error. Therefore, WordProof cannot give you and other parties like you any warranties regarding the errorless and hack-free functioning and performance of the blockchain the Project is running on now, any other blockchain that may be used in the future, and the Project.

HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1. In this Agreement, the capitalised words have the following meaning:

Account	your personal EOS wallet, Telos wallet and/or any other wallet on an EOS.IO chain which is supported by WordProof, which has been linked and approved by WordProof
Agreement	this agreement
Article	an article of this Agreement
Bounty Program	the process of issuing WORD Tokens by WordProof in exchange for performing pre-determined achievements
Party	a party to this Agreement
Project	the project as described in recital A of this Agreement
Website	WordProof's website: https://wordproof.io/ and related URLs and extensions
WORD Tokens	cryptographic tokens that play a central part in the Project
WordProof	WordProof B.V., a limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (1017 XS) Amsterdam, the Netherlands at the address of Weteringschans 106, registered with the Dutch Chamber of Commerce under file number 74975986

- 1.2. These definitions apply in the singular form as well as in the plural form of these definitions.

- 1.3. The contents of the recitals in this Agreement form an integral part of what the Parties have agreed upon.

2. VERIFICATION BY WORDPROOF

- 2.1. Using the Website and/or signing into your Account enables you to obtain information about the Project and the Bounty Program.
- 2.2. Admission to the Website and/or the use of your Account in connection with the Project is subject to constant monitoring by WordProof or a(ny) third party designated by WordProof. (Continued) admission and/or access to your Account in connection with the Project is at the sole discretion of WordProof. WordProof has the right to refuse you and/or any registrant like you (further) admission and/or access to the Website and/or the connection of your Account with WordProof at any time, without any prior notice or justification.

3. THE BOUNTY PROGRAM

- 3.1. You, as an early contributor to the Project, can make the following contribution(s) and/or action(s), which can only be completed once and which will earn you the following amount(s) of WORD Tokens:
 - i. connecting your EOS wallet, Telos wallet and/or any other wallet on an EOS.IO chain which is supported by WordProof with WordProof: **10 WORD Tokens**;
 - ii. subscribing to WordProof's newsletter by providing your e-mail address: **80 WORD Tokens**; and/or
 - iii. making your first 'post time stamp' with WordProof: **10 WORD Tokens**.
- 3.2. The observation whether a contribution and/or action has been completed or not as well as the amount(s) of WORD Tokens that can be earned, are exclusively determined by WordProof or a(ny) third party designated by WordProof. WordProof has the right to change (the contents of) the contribution(s) and/or the action(s) as described in Article 3.1 at any time, without prior notice.
- 3.3. In consideration for the contribution(s) and/or action(s) described in Article 3.1, WordProof hereby undertakes the obligation with respect to you to ensure that you will obtain the amount of WORD Tokens related to the contribution(s) and/or action(s) you have made.
- 3.4. The obligation of WordProof as described in Article 3.3 is subject to the following cumulative conditions precedent (*cumulatieve opschortende voorwaarden*):
 - i. you are allowed an and onto your Account by WordProof;
 - ii. you have explicitly and irrevocably agreed with the terms and conditions as set out in this Agreement;
 - iii. you have made and/or completed one or more of the contribution(s) and/or action(s) as described in Article 3.1; and
 - iv. you have provided WordProof with the valid address of your personal EOS wallet, Telos wallet and/or any other wallet on an EOS.IO chain which is supported by WordProof.
- 3.5. The duration in time of the Bounty Program will exclusively be determined by WordProof and/or a(ny) third party designated by WordProof.
- 3.6. The Bounty Program is subject to constant monitoring by WordProof. (Continued) access by you is at the sole discretion of WordProof or a(ny) third party designated by WordProof. WordProof has the right to exclude you and/or any other person like you from (further) participation in the Bounty Program at any time, without any prior notice or justification.

4. TRANSFER OF WORD TOKENS

- 4.1. WordProof will transfer the Allocated WORD Tokens to the valid and compatible wallet address you have provided WordProof with.
- 4.2. If you fail to provide WordProof with the valid address of your wallet as described in Article 3.4.iv, within a period of 1 (one) year after the Bounty Program has ended, the obligation of WordProof to ensure that you will obtain the WORD Tokens lapses (*vervalt*).

5. DISCLOSURE

- 5.1. For the duration of this Agreement, WordProof will disclose on a regular basis via a digital newsletter (the progress of) the development of the Project to you and other parties like you (if any). You and the other parties like you will have the right to ask questions with regard to the aforementioned topics. WordProof will answer these questions in accordance with Article 5.2, unless this cannot reasonably be required of WordProof. WordProof will answer the questions in the next digital newsletter, which will be sent to you and all parties like you.
- 5.2. During the preparation of the Bounty Program, for the sake of the probability of success of the Bounty Program, WordProof will be cautious in providing information.

6. REPRESENTATIONS AND WARRANTIES FROM WORDPROOF TO YOU

By entering into this Agreement, WordProof represents and warrants to you that:

- i. WordProof is an established company duly incorporated under the laws of the Netherlands;
- ii. WordProof is not involved in any proceedings or disputes related to this Agreement or the Project;
- iii. entering into this Agreement does not constitute an attributable breach on the part of WordProof with respect to one or more third parties; and
- iv. WordProof has complied with all the stages of its corporate decision-making process as well as those on the part of its directors and shareholders that are required for becoming authorised to enter into and execute this Agreement, which Agreement includes the legally valid and binding obligations on the part of WordProof to be fulfilled in the manner as determined in this Agreement.

7. REPRESENTATIONS AND WARRANTIES FROM YOU TO WORDPROOF

By entering into this Agreement, you represent and warrant to WordProof that:

- i. you are legally permitted under the laws applicable in your jurisdiction to enter into this Agreement and are capable to acquire, receive and hold the WORD Tokens as described in this Agreement;
- ii. you are 18 (eighteen) years or older;
- iii. you do not have more than 1 (one) Account in your name per domain name that you own (i.e. <https://wordproof.io>);
- iv. you are not involved in any proceedings or disputes related to this Agreement and/or the Project;
- v. entering into this Agreement does not constitute an attributable breach on your part with respect to one or more third parties;
- vi. you have had the opportunity to conduct a due diligence audit into the Project and its supporting information, while you have obtained from WordProof, or a(ny) third party designated by WordProof, all the information that is of material interest for entering into

this Agreement, which information was found correct, complete and not in any respect misleading;

- vii. what has been included in recitals H. and I. of this Agreement is correct, while you are aware of the risks as described in recitals H. and I. of this Agreement;
- viii. you acknowledge and confirm that you fully understand the nature of this Agreement. More information as to the WORD Tokens and/or the Project may therefore become available towards potential participants of the Project - and you as well - at a later stage. However, you accept the risks involved with entering into this Agreement without having received such further information prior to his entering into this Agreement;
- ix. you are entering into this Agreement to provide or receive (future) services with respect to the Project and to support the development, testing, deployment and operation of the Project. You are not entering into this Agreement for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- x. you have provided WordProof with a correct wallet address of a WordProof compatible wallet;
- xi. you will comply with any applicable tax obligations in your jurisdiction arising from entering into this Agreement; and
- xii. you are no inhabitant of and/or have your main (registered) address in Afghanistan, Bahamas, Bosnia and Herzegovina, Botswana, Canada, Democratic People's Republic of Korea (North Korea), Ethiopia, Ghana, Guyana, Iran, Iraq, Lao PDR, Pakistan, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, Uganda, United States of America (USA), Vanuatu and/or Yemen.

8. WARRANTIES AND CLAIMS

- 8.1. WordProof is not bound to give you any warranty, indemnity or a combination thereof regarding the WORD Tokens, the Project, the content and/or data that is provided by you and/or third parties using the Project and/or in any other respect (in any form) whatsoever.
- 8.2. You provide your Account details, wallet details, private key and/or any other credentials, that may provide WordProof with access to your Account and your WORD Tokens for specific functionalities of the product, at your own risk. If you decide to do so, WordProof will not give you any warranty, indemnity or a combination thereof regarding the security and/or confidentiality of said information provided by you, (in any form) whatsoever.
- 8.3. By entering into this Agreement, you acknowledge and agree that you will not hold WordProof, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project liable for any and all damages caused by and/or related to this Agreement and/or to the Project. You are not entitled to personally or via a class action hold WordProof, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project liable or file for claims for any damages arising out of or in connection with this Agreement and/or the Project.
- 8.4. By entering into this Agreement, you acknowledge and agree that you will indemnify WordProof, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project against (any) third-party claim(s), including but not limited to the claims, which arise from you entering into this Agreement and/or a breach of any or all warranties as described in Article 7.

9. TERMINATION OF THIS AGREEMENT

- 9.1. As soon as you have obtained the WORD Tokens under the Bounty Program, this Agreement will automatically terminate.
- 9.2. WordProof is entitled to terminate this Agreement with immediate effect, and without any prior warning or due regard of any (termination) notice if one of the following circumstances or a combination thereof presents itself:
 - i. you are declared bankrupt or you file a petition for bankruptcy against yourself;
 - ii. you are granted (provisional) suspension of payments or you apply for a suspension of payments; and/or
 - iii. you are admitted to a statutory debt rescheduling (*wettelijke schuldsanering* or *WSNP*) of you apply for a statutory debt rescheduling yourself.
- 9.3. The obligations set forth in Articles 7, 8 and 10 shall survive the termination of this Agreement indefinitely.

10. OTHER PROVISIONS

- 10.1. Parties enter into this Agreement under the condition precedent that you successfully pass the WordProof verification procedure and are allowed (onto) a Account, which is at the sole discretion of WordProof or a(ny) third party designated by WordProof.
- 10.2. This Agreement may only be amended or supplemented in writing and signed by both Parties.
- 10.3. All the communications, notices and announcements under this Agreement must be made in writing.
- 10.4. If a provision of this Agreement turns out to be void or non-binding, Parties continue to be bound to the other provisions of this Agreement.
- 10.5. Notwithstanding the provisions in this Agreement, you hereby waive your rights to annul and/or dissolve this Agreement, or cause it to be annulled or dissolved, on any grounds whatsoever, including, but not limited to, pursuant to section 6:265 to section 6:272, and section 6:228 of the Dutch Civil Code that relate to the annulment or dissolving of this Agreement on account of an error or to apply to a court of law to annul or dissolve this Agreement. Furthermore, you waive your right to demand this Agreement to be amended on any grounds whatsoever including, but not limited to, pursuant to section 6:230(2) or section 6:258 of the Dutch Civil Code.
- 10.6. The rights and powers vested in you to rely on a settlement, setoff and/or suspension are excluded with the exception of the provisions in this Agreement in this regard.
- 10.7. The claims that may ensue from this Agreement, including but not limited to your right to obtain the WORD Tokens as mentioned in Article 3, cannot be transferred, this with effect under property law (*met goederenrechtelijke werking*) as defined in section 3:83(2) of the Dutch Civil Code.
- 10.8. This Agreement and any non-contractual obligations arising out of or in connection with the Agreement and/or the Project are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands, with the exception of the rules of conflict of laws under Dutch international private law.
- 10.9. Any disputes arising out of or in connection with this Agreement and/or the Project, including regarding the existence or validity of this Agreement, and any non-contractual obligations arising

out of or in connection with this Agreement and/or the Project, are subject to the sole and exclusive jurisdiction of the competent court in Amsterdam, the Netherlands
