

GENERAL TERMS & CONDITIONS

of DynAgro s.r.o., duly registered under registration number 28460677 in the Commercial Register at the District Court in Prague, Section C, Inlay 143151, with its seat at Lesní 100, 252 28 Vonoklasy (hereinafter „**DynAgro**“) for the sale of digitalised assets (hereinafter “**Token**” or in plural “**Tokens**”) at the online sales platform under the internet address www.dynagro.cz.

1. INTRODUCTION & GENERAL

- a. These General Terms and Conditions (hereinafter referred to as the “**GTC**”) of DynAgro regulate in accordance with the provisions of Section 1751 (1) of the Civil Code, Act No. 89/2012 coll. (hereinafter the „**Civil Code**“) all mutual, rights and obligations arising between DynAgro as seller and a natural person or legal entity - customer of DynAgro as the buyer (hereinafter the “**Client**”) in connection with or under the purchase agreement (hereinafter the “**Purchase Agreement**”) concluded between DynAgro and the Client (hereinafter collectively referred to as the “**Parties**”) through the DynAgro online sales platform operated by DynAgro on the website located at www.dynagro.cz (hereinafter referred to as the “**Online Platform**”, the “**Website**” or the “**Internet pages**”).
- b. The consumer protection based rights of a Client under these GTC do not apply to purchases, where the Client is a legal entity or a natural person who orders a Token in the course of his business or as a self-employed, and, therefore, is not a consumer in the sense of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection (hereinafter referred to as the “**Consumer Protection Act**”).
- c. Subject of sale at the online platform are Tokens. The provisions of these GTC are integral part of the Purchase Agreement.
- d. GTC are written in Czech, German and English, the Czech version prevails. The Purchase Agreement may be concluded in the above-mentioned languages. The Client is bound by the provisions of the GTC at the moment when he confirms his acknowledgement of and his consent with the GTC and then sends his order (hereinafter the “**Order**”): The Purchase Agreement between the Parties is concluded at the moment DynAgro confirms the Order to the Client, which is especially conditioned by the successful conclusion of the KYC/AML process DynAgro will conduct on the Client pursuant to applicable Czech law and applicable provisions of the European Union.
- e. Provisions of the GTC may be amended by mutual agreement of the Parties. In case of divergences, provisions of the Purchase Agreement shall prevail over provisions of the GTC.
- f. The wording of these GTC may be amended and/or completed by DynAgro from time to time. Such change does not affect the rights and obligations under previous version of the GTC. The Client always may get acquainted with the current version of the GTC before sending a specific order and concluding a (new) Purchase Agreement. In case of disagreement with the current wording of the GTC, the Client does not conclude the Purchase Agreement.

2. PURCHASE AGREEMENT

- a. DynAgro will accept Orders and conclude Purchase Agreements only with Clients, for whom DynAgro shall have successfully completed the KYC/AML process based upon
 - i. for a natural person
 - an ID document (Passport or ID Card) of the Client (hereinafter the “ID”) in scan,
 - a photo of the Client holding the ID in front of his chest under his head and
 - the confirmation of the content of the affidavit form attached as [Exhibit 1](#) to these GTC;
 - ii. for a legal entity
 - an excerpt of the commercial register,
 - the ID documents (Passport or ID Card) of representatives of the legal entity entitled to legally act for the legal entity (hereinafter the “IDs”) in scan,
 - individual photos of such representatives holding the ID in front of their chest under their head and
 - the confirmation of the content of the affidavit form attached as [Exhibit 2](#) to these GTC, which shall include among others the information about ultimate economic owners of such entity,

whereby original copies of affidavits with certified signatures may be requested.

- b. After successful completion of the KYC/AML process by DynAgro as lined out here above under Section 2.a. the Client shall be regularly registered on the Online Platform and eligible to place an Order.
- c. Upon receipt of the Order from the Client DynAgro will confirm receipt of the Order by email to the Client's e-mail address specified in the Client's Order. The confirmation of the Order by DynAgro shall establish the contractual relationship between DynAgro and the Client.
- d. The Client agrees to use the means of distance communication when concluding the purchase contract. The costs incurred by the Client in using the means of distance communication in connection with the conclusion of the Purchase Agreement (costs of internet connection, telephone costs) are borne by the Client, since the costs for using the DynAgro Online Platform do not differ from the common basic market rates.

3. WITHDRAWAL FROM PURCHASE AGREEMENT AND COMPENSATION

- a. The Client acknowledges that, in light of nature of the Token, which price depends on fluctuations of the financial or similar markets which are beyond the control of DynAgro, the Client is not entitled to withdraw from the Purchase Agreement as stipulated in § 1837 of the Civil Code.
- b. Notwithstanding the foregoing, DynAgro will apply its best efforts to enable the Client to withdraw from the Purchase Agreement under the condition that the Client shall compensate DynAgro for any and all damages and interests incurred, in any event by no later than within 14 (fourteen) days of the placing of the Order by the Client; in such an event, the price of the Tokens can be refunded in the same currency and to the same bank account / wallet that the price was originally paid from. DynAgro may at its sole discretion and without any justification refuse to accept the withdrawal by the Client.

4. ORDER OF THE TOKEN

- a. The DynAgro Online Platform contains information about the Token, including but not limited to the numbers of Tokens still available for purchase by the Client and the price of each Token in Czech Crowns, in €, Bitcoin or Ethereum. The Token prices remain in effect as long as they are displayed on the Online Platform's web interface. This provision does not limit the possibility of DynAgro to conclude a Purchase Agreement with the Client under individually negotiated price conditions.
- b. The DynAgro Online Platform also contains information about the manner of payment and the transfer of Tokens to the Client, which shall be affected after receipt of the purchase price in immediately available funds or crypto means.
- c. DynAgro has mandated and empowered DIVÉI PRIME Coinage a.s., a specialised facilitator for crypto transactions, to serve as a closing agent for the collection of the purchase price for the Tokens and the transfer of the Tokens to the Client after such collection of the purchase price for the Tokens. This procedure is to give the Client additional comfort on the rightful and timely implementation of the sale and transfer of the Token.
- d. To order the Tokens, the Client will complete the order form on the web interface of the Online Platform. The order form contains information:
 - i. the Tokens ordered (the ordered Tokens are inserted by the Client into the electronic wallet in the DynAgro Online Platform),
 - ii. the total purchase price and the method of payment of the purchase price. (hereinafter collectively referred to as the "**Effective Order**").
- e. Before sending an Effective Order to DynAgro i.e. before the completion of an Effective Order, the Client is invited to check and change the data entered in the Order, detect and correct errors made by the Client when entering data into the order form, ascertain the price of the Order and the conclusion of the Purchase Agreement. The Client will send the Effective Order to DynAgro by clicking on the "Order" request, after his approval of the GTC and his re-confirmation of, as case may be, the Affidavit form – private individuals ([Exhibit 1](#)) or the Affidavit Form – Legal entity ([Exhibit 2](#)) which will have been duly executed by the Client earlier as lined out in Section 2. a. of these GTC.
- f. By making the Effective Order, the Client confirms that he has become familiar with the content of the Token, i.e. in particular rights and obligations of a token holder vested in the Tokens, procedure for the exercising, security and enforcement of such rights, transfer of such rights, as well as with all relevant information about the Token issuer.
- g. DynAgro reserves a right to refuse any Order or Effective Order placed by the Client or withdraw from any Order with or without a reason. DynAgro may withdraw from the Order or Effective order in particular if it has any doubts or concerns that the conduct of the Client pursues or may pursue an aim of legalization of proceeds from criminal activity, financing of terrorism, avoiding of international sanctions or any illegal other end under applicable legal regulations. Alternatively, DynAgro may suspend its performance prior to cancellation or withdrawal of an Order of Effective Order until it receives satisfactory explanations and/or evidence that no illegal aim is pursued by Client's Order or Effective Order.

5. TRANSFER OF TOKENS

- a. The Tokens shall be transferred to the wallet of the Client, which the Client shall have notified.
- b. DynAgro shall execute the transfer of the Tokens without undue delay after receipt of the full payment of the purchase price.

6. WEBSITE – INTERNET CONNECTION

- a. The Client acknowledges that the DynAgro Website may not be available due to interruption or faulty Internet connection on the side of the Client, and that DynAgro shall not be liable for such deficiencies on the part of the Client.
- b. DynAgro reserves the right to restrict access to the Website at any time without notice, in particular for the purpose of maintaining and updating the Website. However, such a restriction is without prejudice to concluded Purchase Agreements and their fulfilment.

7. WEBSITE – PROTECTION OF INTELLECTUAL PROPERTY

- a. The contents of the Website, including, but not limited to, texts, photographs, graphics and other works of art, software, trademarks and other rights enjoying legal protection, are the exclusive property of DynAgro and may not be used in its broadest sense without DynAgro's prior written consent.
- b. Use of the contents of the Website or parts thereof by third parties is only permitted with the prior written consent of DynAgro.
- c. Anyone who visits the Website is a user of this Website (hereinafter referred to as the "User") and is obliged to comply with the applicable laws and regulations of the state administration authorities, to act in accordance with good morals and these GTCs with respect to the name and rights of DynAgro or the rights of other Users.
- d. The User undertakes not to:
 - i. use the whole any parts of the Website other than for its own use, i.e. in particular, he will not copy, download and distribute its content beyond his needs;
 - ii. interfere with and prevent other users from using the Website in any way;
 - iii. interfere in any way - without the consent of DynAgro - in the content or technical nature of the Website;
 - iv. interfere in the security of the Website;
 - v. use the Website for sending unsolicited messages (spam) and chain messages, sending viruses or any dangerous or harmful programs to this Website;
 - vi. send messages containing viruses or any dangerous or harmful programs to the Website;
 - vii. create fake messages in order to falsify a User's identity or attempt to penetrate other Users' data.

8. ABUSE OF THE ONLINE PLATFORM

The abuse of the Online Platform is prohibited. An abuse is considered in particular:

- a. disseminating contents that are harassing, defamatory, against human dignity, discriminating in terms of religion, colour, race or gender that promotes violence or any other unlawful acts or violations of sectorial rules;
- b. dissemination of content that threatens public policy or the legitimate interests of another customer, User or DynAgro;
- c. obtaining unauthorized access to other computer systems;
- d. violating the possibility of using the website for another customer;
- e. violations of rights relating to the use of the public electronic communications network;
- f. disruption or disruption of networks or websites linked to the Website;
- g. making, distributing or storing electronic copies of documents and materials that are protected by copyright without the prior consent of their owner.
- h. DynAgro shall have the right to remove the defective content from the Website and to claim full damage and interest from the User who caused the damage to DynAgro by misuse of the Online Platform, in full. Damage shall mean any damage caused to DynAgro or damage that has been claimed against DynAgro by third parties who have suffered damage as a result of misuse of the Online Platform by the User. Damage means both direct damage and any necessarily incurred costs and expenses related to the exercise of the right to damages and removal of a defective condition caused by the abuse of the Online Platform. A damage is also considered a fine imposed by the relevant administrative body to DynAgro for breach of legal regulations as a result of misuse of the Online Platform by the User.

9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- a. The Client acquires ownership of the Tokens by paying the entire related purchase price of the Tokens.
- b. DynAgro sells the Tokens on the basis of a trade license. Trade control is carried out within the scope of its competence by the Trade Licensing Office. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with the Consumer Protection Act.
- c. The Client hereby assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code.

10. PROTECTION OF PERSONAL DATA

In order to implement the Purchase Agreement, DynAgro and its mandated and empowered Closing Agent DIVÉI PRIME a.s. (hereinafter "**DIVÉI PRIME**"), will process Client's personal data in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/ES ('**GDPR**'). Information about the Privacy Principles and GDPR policy of DynAgro is available on the Company's web pages www.dynagro.cz; Information about the Privacy Principles and GDPR policy of DIVÉI PRIME is available on the Company's web pages www.diveiprime.com.

11. FINAL PROVISIONS

- a. These GTC regulate the conditions of purchase and sale of the Tokens on the Online Platform and become an integral part of the Purchase Agreement at the moment of the conclusion of the Purchase Agreement between DynAgro and the Client.
- b. If any provision of these GTC is or becomes invalid, ineffective and/or redundant, provisions that are as close as possible to such invalid, ineffective and/or redundant provision shall apply instead. The invalidity, ineffectiveness and/or redundancy of the provision in question shall not affect the validity of the other provisions.
- c. These GTCs are governed by Czech law. Disputes arising in connection with the sale of the Token on the Online Platform shall be under the jurisdiction of the competent courts of the Czech Republic at the seat of DynAgro.
- d. In the event of a conflict between the Czech, German and English versions of the contents of the GTC or the Online Platform, the Czech version shall prevail.
- e. Changes and amendments to the Purchase Agreement or these GTC require written form. The written form is also required for the waiver of any right or waiver of any claim under or in connection with the Purchase Agreement.
- f. DynAgro contact details: delivery address Lesní 100, CZ-252 28 Vonoklasy, e-mail address token@dynagro.cz, telephone number +420 603 200 920.
- g. The fact that DynAgro did not exercise its rights, which arose as a result of the infringement or repeated infringement of the GTC, shall in any event not be considered a waiver and shall not affect DynAgro's right to enforce such performance. If DynAgro forgives the violation of any provision of the GTC, this shall not be considered as a waiver with respect to future violations of these provisions or other violations of other provisions of the GTC.
- h. DynAgro shall not be liable for any breach of these GTC if this has been caused by circumstances without DynAgro's liability. DynAgro is entitled to change the GTC at any time; the new wording of the GTC is effective at the moment of its publication on the Online Platform. It is understood that the Client ordering the Token via the Online Platform after the change of the GTC came into effect agrees with the new wording of the GTC.
- i. DynAgro is not bound by any codes of conduct in relation to the Client within the meaning of § 1826 sec. e) of the Civil Code.
- j. DynAgro is entitled to terminate the sale of the Token on the Online Platform at any time.
- k. The out-of-court settlement of consumer disputes arising from the purchase contract shall be handled by the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČO: 000 20 869, web address <http://www.coi.cz>.

These General Terms & Conditions shall come into effect on the 30th of September 2020.

Exhibit 1: Affidavit Form – private individual

DynAgro		Affidavit form – Private individual	
Name & contact data	Mrs/Mr... Name: Surname: Title: Date of birth: Telephone:..... E-mail IBAN Bank account BIC WALLET ID: <i>{please assist me with the WALLET}</i>		
Nationality & Permanent address Street Number..... PostCode..... Town..... Country.....		
ID & confirmation on data use	<p>I hereto enclose a true copy of my identity document (copy of passport and/or copy of ID card) and an actual photograph of myself holding such identity document in front of my chest below my head.</p> <p>I hereby represent and warrant that I am aware that such information and documents will be used to verify my identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through DynAgro, or for other lawful purposes stated by DynAgro. DynAgro will collect, use and share such information in accordance with its General Terms & Conditions and may keep a record of that information within five (5) years after the closing of a transaction in compliance with global industry standards on data storage. I also authorize DynAgro to conduct necessary investigations directly or through a third party to verify my identity or protect me and/or us from financial crimes, such as fraud and, as case may be, to take necessary actions based on the results of such investigations.</p> <p>The information is required to verify my identity and may include, but is not limited to, my name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected the sales process.</p>		
Prohibition of use	<p>I hereby represent and warrant that I have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council or European Union sanctions list), the list of sanctions specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. department of the Treasury), or a denied persons or entity pursuant to the list of the U.S. Department of Commerce and I acknowledge that DynAgro reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its sole discretion, to do transactions in certain countries or regions.</p>		
Eligibility	<p>I hereby represent and warrant that (i) I am at least 18 years old, (ii) that I am a non-U.S. User (i.e. not an U.S. resident or tax resident) and (iii) I act in my own name and for my own account.</p>		
Risks related to crypto assets & to DynAgro	<p>I hereby represent and warrant that – as experienced or professionally advised investor (i) I am familiar with the volatility of crypto assets, the potentially limited liquidity of assets on the crypto markets and the inherent risk and (ii) have studied the Prospectus of DynAgro and analysed data, which I have fully understood, and that I am willing to assume the risk involved in such an investment.</p>		
Confirmation by Client	<p>I hereby represent and confirm that</p> <ul style="list-style-type: none"> (i) the information here above is true and accurate (ii) the representations and warranties here above are true and accurate and have been made under my free will and accord. 		
Date/Place/Signature	On; in; Signature:		

Exhibit 2: Affidavit Form – legal entity

DynAgro	Affidavit Form – Legal Entity
Name, representatives & contact data	Legal entity Representative 1 Mrs/Mr... Name: Surname: Title: Date of birth: Telephone:..... E-mail Representative 2 Mrs/Mr... Name: Surname: Title: Date of birth: Telephone:..... E-mail Representative 3 Mrs/Mr... Name: Surname: Title: Date of birth: Telephone:..... E-mail IBAN Bank account BIC WALLET ID: <i>{please assist me with the WALLET}</i>
	Registration number & Seat at Court Street Number..... PostCode..... Town..... Country.....
Legal owner(s) of legal entity (please attach excerpt of commercial register)	
Beneficial owner(s) of legal entity (please attach copy (ies) of ID)	
ID & confirmation on data use	We hereto enclose - true copies of identity documents (copy of passport and/or copy of ID card) and an actual photograph of such person holding such identity document in front of my chest below my head of (i) representatives of the legal entity acting for the legal entity, (ii) legal owners of the legal entity (iii) beneficial owners (if different from legal owners), as well as true copies of the actual excerpt of the commercial (or other) register as prove of existence of the legal entity. We hereby represent and warrant that we are aware that such information and documents will be used to verify our identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through DynAgro, or for other lawful purposes stated by DynAgro. DynAgro will collect, use and share such information in accordance with its General Terms & Conditions and may keep a record of that information within five (5) years after the closing of a transaction in compliance with global industry standards on data storage. We also authorize DynAgro to conduct necessary investigations directly or through a third party to verify our identity or protect us and/or both of us from financial crimes, such as fraud and, as case may be, to take necessary actions based on the results of such investigations. The information is required to verify our identity and may include, but is not limited to, our name, status, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected the sales process.

Prohibition of use	We hereby represent and warrant that we have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council or European Union sanctions list), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. department of the Treasury), or a denied persons or entity pursuant to the list of the U.S. Department of Commerce and we acknowledge that DynAgro reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its sole discretion, to do transactions in certain countries or regions.
Eligibility	We hereby represent and warrant that (i) we are a non-U.S. User (i.e. not an U.S. resident or tax resident), (ii) that we act in our own name and for our own account and (iii) our representatives as undersigned here below are duly empowered and entitled to conclude transactions of such kind and duly issue such representations and warranties on behalf of this legal entity.
Risks related to crypto assets & to DynAgro	We hereby represent and warrant that – as experienced or professionally advised investors (i) we am familiar with the volatility of crypto assets, the potentially limited liquidity of assets on the crypto markets and the inherent risk and (ii) have studied the Prospectus of DynAgro and analysed data, which we have fully understood, and that we am willing to assume the risk involved in such an investment.
Confirmation by Client	We hereby represent and confirm that (i) the information here above is true and accurate (ii) the representations and warranties here above are true and accurate and have been made under our free will and accord.
Date/Place/Signature of legal representatives	Name Function..... On; in; Signature:..... Name Function..... On; in; Signature:..... Name Function..... On; in; Signature:.....