



**TERMS AND CONDITIONS**

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



By creating and/or signing into your Whitelist Account on the website <https://www.bitcanna.io/> (the “**BitCanna Website**”), you hereby agree (i) to become a party to this agreement (the “**Agreement**”) and (ii) that your counterparty is International Blockchain Solutions B.V., a private company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (1012 RG) Amsterdam, the Netherlands at the address of Nieuwezijds Voorburgwal 101 (3), registered with the Dutch Chamber of Commerce under file number 70123713 (hereinafter referred to as: “**BitCanna**”),

#### **RECITALS:**

- A. BitCanna is engaged in the development of a project based on blockchain technology with the ultimate goal of setting up a decentralised project based on that development in which future cryptographic Tokens play a central part (the “**Project**”). The Project is further described in the whitepaper “*BitCanna WhitePaper v 1.0*”, published on the BitCanna Website at the following URL: [https://www.bitcanna.io/wp-content/uploads/2018/06/BitCannaWhitePaper\\_v1.pdf](https://www.bitcanna.io/wp-content/uploads/2018/06/BitCannaWhitePaper_v1.pdf).
- B. BitCanna has the intention to issue and sell cryptographic tokens that play a central part in the Project (the “**Token Sale**”).
- C. You are interested in the Project and therefore want to obtain information about the Project and the Token Sale, with the possibility to eventually participate in the Token Sale.
- D. When taking part in the Token Sale, you can obtain future Tokens in exchange for US Dollars (USD) and/or the following cryptocurrencies: Bitcoin (BTC), Bitcoin Cash (BCH), Dash (DASH), Ethereum (ETH) and Litecoin (LTC), on the terms set forth in this Agreement.
- E. The BitCanna 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 Token Sale;
  - ii. making a non-binding selection of persons eligible for participating in the Token Sale;
  - iii. obtaining information in order to execute intensive know your customer and anti-money laundering checks;
  - iv. refining the selection described in recital ii, based on the checks described in recital iii.;
  - v. excluding fraudulent people from the Token Sale; and
  - vi. providing a portal via which you can participate in the Token Sale.
- F. You realise that signing into your Whitelist Account and using the BitCanna Website is subject to constant monitoring by BitCanna, whereas BitCanna has the right to exclude and/or remove your Whitelist Account at any time without any prior notice or justification whatsoever.
- G. You realise that signing into and/or using your Whitelist Account and/or entering into this Agreement does not give you any rights and/or does not oblige BitCanna 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 Whitelist Account and/or entering into this Agreement does not give you the right and/or does not oblige BitCanna 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 Allocated 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 BitCanna's capital;
  - ii. will not receive any dividend in any form whatsoever;
  - iii. will not obtain any control over or in BitCanna, or any other legal entity, in any form whatsoever;
  - iv. are not entitled to any repayment of the Agreed Amount in any form whatsoever;
  - v. are not entitled to any interest compensation on the Agreed Amount in any form whatsoever;
  - vi. are not entitled to any (property) right regarding the (intellectual property rights with regard to the) Project in any form whatsoever, while BitCanna will not provide the Project's source code to you, in any form whatsoever;
  - vii. realise that more than one other party will probably also obtain future Tokens, which means that there is no exclusivity for you in any form whatsoever;
  - viii. realise that the Project's development is not yet finalised which means that the Project may not be feasible for technical, economic, commercial or other reasons, in which case you do not have any right to compel BitCanna to continue developing the Project, and/or to compel BitCanna to carry out and/or to cause others to carry out any other action(s);
  - ix. realise that the future Tokens have not been issued yet, which means it may be possible that the 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 Allocated Tokens, in which case you are not entitled to any repayment of the Agreed Amount and/or compensation in any form whatsoever;
  - x. 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 BitCanna towards you nor does it grant you any rights with respect to BitCanna other than as stipulated in this Agreement, while furthermore the activities of BitCanna in connection with this Agreement are not regulated under the Dutch Financial Supervision Act (*Wet op het Financieel Toezicht*);
  - xi. acknowledge that the 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
  - xii. are not entitled to personally or via (a) class action(s) hold BitCanna, 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 Tokens;
- ii. once the future Tokens have been transferred by BitCanna, they are only accessible via a digital wallet that supports the BitCanna token standard. 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 Tokens which are held in that wallet; and
  - iii. blockchain and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error. Therefore, BitCanna cannot give you and other parties like you any warranties regarding the errorless and hack-free functioning and performance of the blockchain and the Project.

## HAVE AGREED AS FOLLOWS:

### 1. INTERPRETATION

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

Agreed Amount	the amount of US Dollars or a chosen cryptocurrency you will transfer to BitCanna
Agreement	this agreement
Allocated Tokens	the Tokens that you may obtain as part of the Private Phase and/or the Public Phase of the Token Sale
Article	an article of this Agreement
Assessment Period	a non-fixed, non-binding period of approximately 1 (one) week, starting on the day after the day that a specific phase of Token Sale ends, during which period BitCanna will, amongst other things but not limited to this, assess and verify the (receipt of the) Agreed Amount and all other agreed amounts
BitCanna	International Blockchain Solutions B.V., a private company ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (1012 RG) Amsterdam, the Netherlands at the address of Nieuwezijds Voorburgwal 101 (3), registered with the Dutch Chamber of Commerce under file number 70123713
BitCanna Website	BitCanna's website: <a href="https://www.bitcanna.io/">https://www.bitcanna.io/</a> and related URLs and extensions
Chronological Order	the chronological order which includes all persons like you in order of the moment of receipt of their agreed amounts by BitCanna
Hard Cap	the maximum number of Allocated Tokens under the Token Sale as described in Article 6.1
Party	a party to this Agreement
Personal Hard Cap	the maximum amount of US Dollars or a chosen cryptocurrency you can transfer to BitCanna during the Private Phase of the Token Sale
Personal Soft Cap	the minimum amount of US Dollars or a chosen cryptocurrency you must transfer to Bitcanna during the Private Phase and/or the Public Phase of the Token Sale

Private Phase	the first phase of the Token Sale, indicated as “ <i>Private Sale</i> ” on the BitCanna Website
Private Phase Price	\$ 0.09 (zero point zero nine US Dollar (USD), nine US Dollar cents)
Project	the project as described in recital A of this Agreement
Public Phase	the second phase of the Token Sale, indicated as “ <i>Public Sale</i> ” on the BitCanna Website
Public Phase Price	\$ 0.12 (zero point twelve US Dollar (USD), twelve US Dollar cents)
Soft Cap	the minimum number of Allocated Tokens under the Token Sale as described in Article 6.2
Token Sale	the process of a one-off issuing, and selling of Tokens by BitCanna
Tokens	cryptographic tokens that play a central part in the Project
Whitelist Account	your personal account on the BitCanna Website
Whitelisted Person	a person that has successfully passed the KYC process and is eligible to participate in the Token Sale

- 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. THE WITELIST

- 2.1. Using the BitCanna Website and/or signing into your Whitelist Account enables you to obtain information about the Project and the Token Sale.
- 2.2. Admission to the BitCanna Website and/or your Whitelist Account is subject to constant monitoring by BitCanna. (Continued) admission and/or access to your Whitelist Account is at the sole discretion of BitCanna. BitCanna has the right to refuse you and/or any registrant like you (further) admission and/or access to her website and/or your Whitelist Account at any time, without any prior notice or justification.

## 3. THE TOKEN SALE

- 3.1. The Token Sale will take place in two phases. These phases are envisaged as follows:
  - i. in the Private Phase, each Whitelisted Person will have the right to acquire Tokens for at least the Personal Soft Cap up to and including the Personal Hard Cap; and
  - ii. if the Hard Cap is not reached during the Private Phase, Whitelisted Persons will have a second opportunity to acquire Tokens in the Public Phase for at least the Personal Soft Cap, on a first come first serve basis.
- 3.2. The duration in time of the Private Phase, the Public Phase and the Assessment Period, as well as the Personal Hard Cap and the Personal Soft Cap will exclusively be determined by BitCanna or a party designated by BitCanna.
- 3.3. If during or after the Assessment Period it turns out that the Agreed Amount and all other amounts received by BitCanna from Whitelisted Persons in the Private Phase amount to exactly the number of tokens under the Hard Cap, there will be no Public Phase of the Token Sale.
- 3.4. Whitelisted Persons are exclusively designated by BitCanna, or a party designated by BitCanna.

- 3.5. The Token Sale is subject to constant monitoring by BitCanna. (Continued) designation as Whitelisted Person is at the sole discretion of BitCanna or a party designated by BitCanna. BitCanna has the right to exclude you and/or any other person like you from (further) participation in the Token Sale at any time, without any prior notice or justification.

#### **4. OBLIGATIONS OF YOU AND BITCANNA**

- 4.1. You will transfer the Agreed Amount to BitCanna, which can only be done in US Dollars or (one of) the following cryptocurrencies:
- i. Bitcoin (BTC);
  - ii. Bitcoin Cash (BCH);
  - iii. Dash (DASH)
  - iv. Ethereum (ETH); and/or
  - v. Litecoin (LTC).
- 4.2. In consideration for the receipt of the Agreed Amount, BitCanna hereby undertakes the obligation with respect to you to ensure that you will obtain the Allocated Tokens. The aforementioned obligation is subject to the following cumulative conditions precedent (*cumulatieve opschortende voorwaarden*):
- i. you are allowed onto your Whitelist Account;
  - ii. you are a Whitelisted Person;
  - iii. you have explicitly and irrevocably agreed with the terms and conditions as set out in this Agreement;
  - iv. BitCanna has unconditionally and irrevocably received the Agreed Amount from you, which means that the transaction by which the Agreed Amount is sent to BitCanna has been confirmed on BitCanna's bank account or on the blockchain of the cryptocurrency used by you;
  - v. the Assessment Period has lapsed;
  - vi. the Soft Cap has been reached; and
  - vii. you have provided BitCanna with the valid address of your BitCanna wallet.
- 4.3. If you fail to provide BitCanna with the valid address of your BitCanna wallet as described in Article 4.2.vii within a period of 1 (one) year after the Token Sale has ended, the obligation of BitCanna to ensure that you will obtain the Allocated Tokens as described in Article 4.2 lapses (*vervalt*).
- 4.4. It is your obligation to include sufficient transaction fees (if any) to ensure that the Agreed Amount is actually transferred to and received by BitCanna. These obligations are to be taken by you at your own risk and expense.
- 4.5. BitCanna undertakes to provide or causes to provide the (finalization of the) development of the Project. In connection herewith, BitCanna will use the Agreed Amount for the (further development of the) Project. In the aforementioned context you shall have no control over the use and spending of the Agreed Amount by BitCanna in any form whatsoever.

#### **5. TRANSFER OF THE AGREED AMOUNT**

- 5.1. The Agreed Amount is calculated by multiplying the number of Tokens you wish to acquire by either the Private Phase Price or the Public Phase Price, dependant on whichever phase of the Token Sale you are participating in, in US Dollars or the cryptocurrency chosen by you. Expressed as a formula:

Agreed Amount = number of Tokens you wish to acquire \* Private Phase Price in US Dollars or cryptocurrency chosen by you

or

Agreed Amount = number of Tokens you wish to acquire \* Public Phase Price in US Dollars or cryptocurrency chosen by you

- 5.2. The Private Phase Price and the Public Phase Price will exclusively be determined by BitCanna or a party designated by BitCanna.
- 5.3. The Agreed Amount is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply in your jurisdiction to your participation in the Token Sale, including, for example, 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. BitCanna is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your participation in the Token Sale.
- 5.4. You shall transfer the Agreed Amount to the wallet address which is shown on your Whitelist Account on the BitCanna Website once you have clicked the “Place Order” button. The wallet address is shown in the text box under “Transfer to the following wallet”.
- 5.5. You realise that you may have to include sufficient transaction fees to ensure that the Agreed Amount is actually transferred to and received by BitCanna. These costs are at your expense.
- 5.6. Upon receipt of the Agreed Amount by BitCanna, the Agreed Amount and all other amounts received by BitCanna from other persons like you under this Token Sale, will be preserved and not used by BitCanna during the Assessment Period. BitCanna will use the Assessment Period for, amongst other things but not limited to this:
  - i. the assessment and verification of the (receipt of the) Agreed Amount and all other agreed amounts; and
  - ii. determining the order of receipt of the agreed amounts and establish the Chronological Order.
- 5.7. If during or after the Assessment Period it turns out that you have transferred a higher amount than the Personal Hard Cap during the Private Phase of the Token Sale, the Agreed Amount received by BitCanna exceeding the Personal Hard Cap will be refunded by BitCanna to you. This refund will take place within 2 (two) months after the Token Sale has ended. All transaction fees and any other costs whatsoever with regard to the refund as described in this Article - if any - shall be for your account. You hereby explicitly agree with the deduction of the aforementioned costs from your Agreed Amount. No Tokens will be allocated for the amount exceeding the Personal Hard Cap.
- 5.8. If after the Token Sale it turns out that there is less demand for Tokens than the Soft Cap, the Tokens will not be allocated. The Agreed Amount received by BitCanna will be refunded by BitCanna to you. This refund will take place within 2 (two) months after the Token Sale has ended. All transaction fees and any other costs whatsoever with regard to the refund as described in this Article - if any - shall be for your account. You hereby explicitly agree with the deduction of the aforementioned costs from your Agreed Amount.

## 6. HARD CAP AND SOFT CAP

- 6.1. There will be a limited, maximum total of 252,000,000 (two hundred fiftytwo million) Tokens that will be allocated and transferred under the Token Sale (the “**Hard Cap**”).
- 6.2. The minimum number of Tokens that will be allocated and transferred under the Token Sale equals to an equivalent value of the Tokens of \$ 3,000,000,- (three million US Dollars) (the “**Soft Cap**”).
- 6.3. In the event that there is more demand for Tokens than the number of tokens under the Hard Cap, the Tokens will be allocated on a ‘first come first serve’-basis until the Hard Cap has been reached. The moment the transaction of the Agreed Amount towards BitCanna has been included in the blockchain (block timestamp) will be decisive for determining if Tokens will actually be allocated to you. The aforementioned sentence does not affect the number of Tokens under the Hard Cap.
- 6.4. The determination process as described in Article 6.3 will take place during the Assessment Period. BitCanna will establish the Chronological Order which includes all persons like you in order of the moment of receipt of their agreed amounts by BitCanna as described in Article 6.3. If the block timestamp as described in Article 6.3 is not decisive (which will be determined exclusively by BitCanna or a party designated by BitCanna), BitCanna will determine the Chronological Order of the moment of receipt of the agreed amounts as mentioned in the preceding sentence at its discretion. By accepting these terms and conditions you unconditionally and irrevocably agree in advance with (the contents of) the Chronological Order.

## 7. TRANSFER OF ALLOCATED TOKENS

- 7.1. The number of Allocated Tokens is calculated by dividing the Agreed Amount by either the Private Phase Price or the Public Phase Price, dependant on whichever phase of the Token Sale you are participating in, in US Dollars or the cryptocurrency chosen by you Expressed as a formula:

Allocated Tokens = (Agreed Amount / Private Phase Price) in US Dollars or  
cryptocurrency chosen by you

*or*

Allocated Tokens = (Agreed Amount / Public Phase Price) in US Dollars or  
cryptocurrency chosen by you

- 7.2. BitCanna will transfer the Allocated Tokens to your personal BCNA wallet address you have been assigned.

## 8. DISCLOSURE

- 8.1. For the duration of this Agreement, BitCanna 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. BitCanna will answer these questions in accordance with Article 8.2, unless this cannot reasonably be required of BitCanna. BitCanna will answer the questions in the next digital newsletter, which will be sent to you and all parties like you.



- 8.2. During the preparation of the Token Sale, for the sake of the probability of success of the Token Sale, BitCanna will be cautious in providing information. In case the Token Sale does not take place, BitCanna will render a full account regarding the allocation of the Agreed Amount.

## **9. REPRESENTATIONS AND WARRANTIES FROM BITCANNA TO YOU**

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

- i. BitCanna is an established company duly incorporated under the laws of the Netherlands;
- ii. BitCanna 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 BitCanna with respect to one or more third parties; and
- iv. BitCanna 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 BitCanna to be fulfilled in the manner as determined in this Agreement.

## **10. REPRESENTATIONS AND WARRANTIES FROM YOU TO BITCANNA**

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

- i. you are not involved in any proceedings or disputes related to this Agreement or the Project;
- ii. entering into this Agreement does not constitute an attributable breach on your part with respect to one or more third parties;
- iii. you have had the opportunity to conduct a due diligence audit into the Project and its supporting information, while you have obtained from BitCanna, or third parties designated by BitCanna, 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;
- iv. 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;
- v. you acknowledge and confirm that you fully understand the nature of this Agreement and the fact that the Agreed Amount provided pursuant to this Agreement is designated for the realisation of the Project, which is currently under construction. More information as to the 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;
- vi. 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;
- vii. you have provided BitCanna with a correct wallet address of a BitCanna compatible wallet;
- viii. you will comply with any applicable tax obligations in your jurisdiction arising from entering into this Agreement;
- ix. you are no inhabitant of and/or have your main (registered) address in Canada, Democratic People's Republic of Korea (DPRK, North Korea), Ethiopia, Iran, Iraq, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, United States of America (USA), Vanuatu and Yemen.

## **WARRANTIES AND CLAIMS**

- 10.2. BitCanna is not bound to give you any warranty, indemnity or a combination thereof regarding the Allocated Tokens, the Project and/or in any other respect (in any form) whatsoever.
- 10.3. By entering into this Agreement, you acknowledge and agree that you will not hold BitCanna, 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 BitCanna, 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.
- 10.4. By entering into this Agreement, you acknowledge and agree that you will indemnify BitCanna, 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 10.

## **11. TERMINATION OF THIS AGREEMENT**

- 11.1. As soon as you have obtained the Allocated Tokens under the Private Phase and/or the Public Phase, this Agreement will automatically terminate.
- 11.2. BitCanna 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 present 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.
- 11.3. The obligations set forth in Articles 10, 0 and 12 shall survive the termination of this Agreement indefinitely.

## **12. OTHER PROVISIONS**

- 12.1. Parties enter into this Agreement under the condition precedent that you successfully pass the KYC and AML procedures, which is at the sole discretion of BitCanna or a party designated by BitCanna.
- 12.2. This Agreement may only be amended or supplemented in writing and signed by both Parties.
- 12.3. All the communications, notices and announcements under this Agreement must be made in writing.
- 12.4. If a provision of this Agreement turns out to be void or non-binding, the Parties continue to be bound to the other provisions of this Agreement.
- 12.5. 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.

- 12.6. 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.
- 12.7. The claims that may ensue from this Agreement, including but not limited to your right to obtain the Allocated Tokens as mentioned in Article 4.2, cannot be transferred, this with effect under property law (*met goederenrechtelijke werking*) as defined in section 3:83(2) of the Dutch Civil Code.
- 12.8. 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.
- 12.9. 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

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