



CoinAnalyst

Initial Token Sale

Token Purchase Agreement

This Token Purchase Agreement (the "**Agreement**") is concluded by and between coin analyst UG (*haftungsbeschränkt*), a limited liability company pursuant to German laws, registered with the Lower Court of Frankfurt, Germany, under registration number HRB 87423, having its registered seat at Niddastr. 64, 60329 Frankfurt, Germany, as the party selling COY for Bitcoin, Ether or Fiat ("**CoinAnalyst**") and you as Participant in the Initial Token Sale acquiring COY from CoinAnalyst (the "**Participant**").

Both parties to this agreement are collectively referred to as the "**Parties**" and each a "**Party**".

Terms used in this Agreement shall have the same meaning as conferred to them in the Token Sale Terms and Conditions for the Initial Token Sale of CoinAnalyst ("**Sale T&C**"), which are hereby incorporated by reference. The Participant has read, understands and agrees to those Sale T&C.

1. Conclusion of this Agreement

According to Section 7 (Conclusion of Token Purchase Agreement) of the Sale T&C, this Agreement is concluded by

- 1.1 a binding Purchase Offer of the Participant in the form of clicking the "Buy" button on the official website www.coinanalyst.tech, and
- 1.2 CoinAnalyst's acceptance by delivery of the Purchase Confirmation stating the agreed upon amount of COY to be purchased by the Participant;

2. Purchase and Exchange Clause

- 2.1 Subject to the Sale T&C and the terms and conditions of this Agreement and in reliance on the representations and warranties of the Participant, CoinAnalyst agrees to deliver to the

Participant the amount of COY as indicated in the Purchase Offer and accepted by CoinAnalyst, and the Participant, in return, subject to the Sale T&C and the terms and conditions of this Agreement and in reliance on the representations and warranties of CoinAnalyst as set out herein, agrees to pay in fiat the Purchase Price or, as the case may be, to deliver to CoinAnalyst Bitcoin or Ethereum equivalent to the Crypto Exchange Amount as indicated in the Purchase Offer.

- 2.2 The Participant declares to accept the amount of COY as consideration for the Crypto Exchange Amount exchanged or the amount paid in fiat, respectively, and CoinAnalyst declares to accept the Crypto Exchange Amount or the amount paid in fiat, respectively as consideration for the amount of COY exchanged or purchased.

3. Rights Associated with the COY

- 3.1 The Participant acknowledges there are no rights whatsoever associated with the COY unless expressly mentioned in the Sale T&C. The COY purport no rights as commonly associated with securities (such as shareholder or information rights). COY only serve as vouchers to be used in connection with the CoinAnalyst Ecosystem.
- 3.2 Rights of the Participant are only derived from the Sale T&C, this Agreement and statutory German law. Rights derived from this Agreement are (a) the right to delivery of COY if CoinAnalyst accepts a Purchase Offer, and (b) rights in connection with the representations and warranties made by CoinAnalyst.

4. Representations and Warranties

- 4.1 Besides the representations and warranties set out in Section 17 (Representations and Warranties) of the Sale T&C, the Participant makes the representations and warranties set out in this clause 4.1 to CoinAnalyst on the date of this Agreement and on the date the tokens are delivered to the Participant:
- (a) The Participant is participating in this Initial Token Sale for its own account and is not resident (or has no seat) in a jurisdiction in the Restricted Areas and is not legally precluded from acquiring COY due to other reasons.
 - (b) The material obligations under this Agreement expressed to be assumed by the Participant are legally binding, valid and enforceable against him or her.

- (c) The entry into this Agreement and performance by the Participant do not and will not conflict with (i) any law or regulation or (ii) its constitutional documents (if applicable).
- (d) The Participant has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement.
- (e) The Participant is in possession of the private key the delivery of the COY shall be made to as indicated in the Purchase Offer.
- (f) The choice of German law as the governing law of this Agreement and the choice of Germany as place of jurisdiction will be recognized and enforced in the jurisdiction of the Participant, except if the Participant is a consumer in the sense of the Consumer Rights Directive or the German Civil Code.
- (g) Any judgment obtained in Germany will be recognized in the jurisdiction of the Participant.

4.2 In addition to statutory warranty obligations (if not waived), CoinAnalyst represents and warrants on the date of this Agreement and on the date the tokens are delivered to the Participant that the Participant will obtain legal competence (*Rechtszuständigkeit*) under German law over the amount of COY delivered after this Agreement has been concluded; CoinAnalyst makes no representations or warranties on other jurisdictions.

5. Severability

Should any one or more provisions or any part of a provision of this Agreement be or become void, illegal or unenforceable, then the validity, legality or non-enforceability of the remaining provisions of this Agreement shall not be affected, and the Parties shall use reasonable efforts to agree upon a new provision which shall, as nearly as possible, have the same commercial effect, meaning, and spirit as the ineffective provision and to the purpose of this Agreement. To the extent permitted by law, each Party waives any provision of law that renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

6. Miscellaneous

- 6.1 The Participant may assign none of his or her rights or transfer any of its rights or obligations under this Agreement, including, but not limited to statutory or contractual warranty rights. This clause does not affect the COY. COY may be freely transferred at any time.
- 6.2 This Agreement, including the Sale T&C, constitute the entire agreement and understanding between the Parties regarding the purchase of COY in an amount as stated in the Purchase Offer and supersedes all prior written or oral commitments, arrangements or understandings between the Parties with respect thereto.
- 6.3 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in accordance with German law, excluding the German conflict of laws rules.