

## NEPTUNE DASH POOLING AGREEMENT

PLEASE READ THIS POOLING USER AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY, SUCH AS ONE COMPANY) (“**YOU**” or the “**USER**”) AND NEPTUNE DASH TECHNOLOGIES CORP. (“**NEPTUNE**” OR THE “**COMPANY**”) REGARDING NEPTUNE’S POOLING OF DASH CRYPTOCURRENCY (THE “**DASH**”) DEPOSITS INTO COLLATERAL FOR DASH MASTERNODES (“**MASTERNODES**”) IN ORDER FOR YOU TO BENEFIT FROM MASTERNODE REWARDS (HEREAFTER DEFINED) (“THE “**PROGRAM**”).

BY CLICKING THE “AGREE” BUTTON BELOW OR USING THE PROGRAM, YOU AGREE TO BE BOUND BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (A) YOU MAY INDICATE REJECTION OF THIS AGREEMENT BY CLICKING THE “DISAGREE” BUTTON; AND (B) YOU SHALL NOT USE THE PROGRAM; AND (C) NEPTUNE DOES NOT GRANT YOU ANY RIGHTS TO USE THE PROGRAM. You should print a copy of this Agreement for future reference.

1. Contribution of Pooled Dash. The User agrees to deposit with Neptune, certain of the User’s Dash (and together with other Dash contributed by the User under this Agreement from time to time, the User’s “**Pooled Dash**”) for the purpose of pooling such Pooled Dash on the terms and conditions set out in this Agreement with Dash deposited by other participants of the Program or otherwise owned by the Company to form Masternodes on the Dash blockchain.

2. Confidential Information. The User acknowledges and agrees that the User may receive from the Company, valuable business and financial information, trade secrets, and other confidential and proprietary information of the Company, including without limitation information concerning its business, products, services, pricing, technology, computer software, source and object codes, and other confidential and proprietary information (collectively, “**Confidential Information**”). The User agrees that it will maintain the strict confidentiality of the Confidential Information and will not use, disclose or disseminate such information to any other person, company, or third party, except with written consent of the Company. The User agrees that it will protect the Confidential Information from unauthorized access, disclosure, or use.

3. Process. The Pooled Dash will be deposited into collateral for Masternodes within 5 business days of receipt by the Company of such Pooled. All returns and revenues received by Neptune from the User’s Pooled Dash forming part of Masternodes from time to time (the “**Rewards**”) will be reinvested in the Program to form collateral for additional Masternodes. Any Pooled Dash deposited to Neptune shall remain deposited with Neptune for a minimum period of 30 days from the date of deposit (the “**Initial Investment Period**”). The percentage of Rewards received by Users is calculated by taking the initial amount of deposited Dash divided by 1000. For example, if a User contributes 100 Dash, such User will receive 10% of the Rewards for that Masternode.

4. Fees. In consideration for operating the Program, Neptune will retain for its own account and use as its own separate property, and the User hereby transfers ownership thereof to Neptune, 18% of the Rewards received from operating the User's Pooled Dash ("**Neptune's Fee**") and Neptune will pay the remaining 82% of the Rewards (the "**User's Rewards**") in digital currency to the User upon receipt of notice of withdrawal, in accordance with the provisions of this Agreement.

5. Withdrawal and Return of Pooled Dash. The User may withdraw, all or part of such User's Pooled Dash, from the Program on the 15th day of any month after the completion of the Initial Investment Period, by provision of at least 5 business days' advance notice of withdrawal to the Company. The Company will then return to the User such number of Dash equal to the number of Dash deposited by the User along with the User's Rewards[, **at the same blockchain address which the User used to transfer such User's Pooled Dash to the Company,**] on the 15<sup>th</sup> or the first business day after the 15<sup>th</sup>.

6. Representations, Warranties and Acknowledgments of User. The User represents and warrants to the Company that (a) is of legal age to form a binding contract (at least 18 years old); (b) the User has all right, power, and authority to enter into this Agreement and perform its obligations hereunder; (c) the Agreement has been duly authorized and is legal, valid, and binding on the User and any entity or organization on whose behalf it is acting; (d) entering into the Agreement and performing the obligations hereunder do not require the approval or consent of any third party or governmental agency; (e) there is no pending or threatened claim, action, or proceeding against the User that would impair or affect the performance of its obligations hereunder; and (f) the performance of this Agreement will not breach any contractual or other legal duty to any third party. The User acknowledges that the Program is an early access release version, and its features, processes, and pricing programs may be modified or withdrawn by Neptune from time to time.

7. Indemnification. The User shall indemnify, defend, and hold the Company harmless from and against any and all claims, actions, losses, liabilities, damages, and expenses (including reasonable attorney fees) arising out of or relating to the User's breach of this Agreement, negligence or willful misconduct, or any other violations of applicable laws.

8. DISCLAIMER. DIGITAL ASSET (INCLUDING DASH) VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF ASSETS HELD BY THE COMPANY ON BEHALF OF THE USER. THE COMPANY DOES NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN CONNECTION WITH ASSETS AND THEIR RELATED ASSET NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK. ACCORDINGLY, THE COMPANY DISCLAIMS ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSETS (WHETHER ON A FORKED NETWORK OR OTHERWISE), OR ANY ASSETS, AND MAKES NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR ASSET NETWORKS. THE USER ACCEPTS ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS. TO THE EXTENT ALLOWED BY APPLICABLE LAW,

THE PROGRAM IS PROVIDED TO YOU “AS IS” WITHOUT REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT, OR TITLE.

The Company does not take any responsibility for tax claims or other claims that could be directed to the User as a result of using the Program. Any answers given at the Company’s website in relation to taxation or legality is not to be considered legal advice, but to serve as general guidance. It is the User’s full responsibility to adhere to and keep updated on existing as well as new laws and regulations and to assume all legal risks (if any) of such User’s local jurisdiction, in relation to using the Program.

9. Security. The Company shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances in connection with the maintenance and security of the User’s Pooled Dash (or at least the same degree of care they exercise with respect to their own property of a similar kind, if this is a higher degree of care), with such standard of care being deemed satisfied if the Company exercises such care as it exercises with respect to Dash owned by the Company. Notwithstanding the foregoing, no provision of this Agreement shall require the Company to expend or risk its own funds, property, or otherwise incur any financial liability, in the performance of any of its duties hereunder. Without limiting the generality of this Section 10, the Company shall not be required to maintain any insurance with respect to any Dash held by it, and shall not have any liability as a result of any loss incurred as a result of any “Force Majeure” (hereinafter defined) or “Security Breach” (hereinafter defined) if the Company has exercised reasonable care in connection with the maintenance of the affected Pooled Dash. “**Security Breach**” shall mean any (i) loss, damage, theft, unauthorized access, use, disclosure or deletion of any information maintained by the Company concerning the Dash, or (ii) unauthorized access to, or use of, the systems, networks or premises of the Company utilized to store, process or protect the information referred to in clause (i). “**Force Majeure**” shall mean any force majeure or act of state, including strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God, or interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services (to the extent such interruptions, losses or malfunctions are not solely a result of the gross negligence or willful misconduct of the Company).

10. Know-Your-Client and anti-money laundering. The Company actively works to prevent money laundering, terror financing and any other illicit activities as well as to practice good Know-Your-Client processes. The Company reserves the right to request and obtain further identification from You as a User. The Company reserves the right to withhold funds and report any User to the relevant authorities, if the Company believes there is a significant risk of the Program being used for illicit activities in accordance with our internal rules and regulations.

11. Successors and Assigns. This Agreement and the rights, duties, and obligations hereunder shall not be assigned, transferred, or delegated by the User without the prior written consent of the Company. The terms and conditions of this Agreement shall inure to the benefit of and be binding on the respective successors, assigns, and administrators of the parties.

12. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by facsimile or electronic mail, or otherwise personally delivered by hand or messenger addressed (a) if to the Company to pooling@neptunedash.com; and (b) if to the User, at its address on file with the Company. Each notice or other communication shall, for purposes of this Agreement, be deemed effective when delivered if delivered personally, at the earlier of its receipt or 72 hours after having been deposited in the United States or Canadian mail, or when delivered if sent by electronic mail. If a notice is delivered by electronic mail after 5:00 p.m. local time, it is deemed delivered as of the next business day.

13. Severability. In the event any provision of this Agreement becomes or is determined by a court of competent jurisdiction or arbitrator to be illegal, invalid, unenforceable, or void, then the provision or portion of such provision, to the extent necessary, shall be severed from the Agreement, and such court or arbitrator shall replace the illegal, invalid, unenforceable, or void provision (or portion thereof) with a legal, valid, and enforceable provision that will achieve, to the fullest extent possible, the same business, economic, and other purposes as the replaced provision. The balance of this Agreement shall be enforceable according to its terms.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia and the federal courts of Canada situate therein with respect to any matters arising out of this Agreement. This Agreement specifically excludes the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention.