



The Principality of Cogito

FIRST SCHEDULE

Date:		Plan:	
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OWNER

Name:			
Address:			
Email:		Mobile::	

ACCENDOS

Name:	Accendos Group NZ Limited
Address:	Unit 5, 378 Worcester Street, Christchurch, New Zealand
Email:	support@cryptopiarescue.com

COGITO

Name:	The Principality of Cogito
Address:	Suite 1001, Cogito Business Centre, Cogito
Email:	support@principalityofcogito.com

THIS AGREEMENT is made on the date and between the parties specified in the First Schedule above.

RECITALS

- (1) Cryptopia (defined below) is a company incorporated in New Zealand and currently in liquidation.
- (2) Cryptopia holds cryptocurrency on multiple trusts, separated by individual crypto-asset type. This means that the cryptocurrencies are beneficially owned by the account holders and are not assets of the company as ruled by the High Court of New Zealand, on 8th April 2020 in case No. CIV-2019-409-000544 [2020] NZHC 728.
- (3) The Owner is an account holder at Cryptopia and beneficial owner of cryptocurrency stored in wallets at Cryptopia under the User Name specified in the Second Schedule.
- (4) Cryptopia is in liquidation and Cogito and Accendos have agreed to assist the class of Cryptopia account holders to recover their respective cryptocurrency assets out of the liquidation in specie and to prevent the liquidator from disposing of them in a fire sale at the expense of the account holders.
- (5) The parties enter into this Agreement for the purpose of attempting to recover the Owner's cryptocurrency from Cryptopia in specie.

THE TERMS OF THIS AGREEMENT

1. DEFINITIONS

In this Agreement the following expressions shall, except where the context otherwise requires,

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have the meanings respectively set opposite them:

Account Holder	Any person, including but not limited to the Owner, having an account holding cryptocurrency at Cryptopia who has entered into an agreement similar to this Agreement with Accendos and Cogito;
Bitcoin.com	The cryptocurrency exchange owned by FMFW Ltd accessible at the URL www.bitcoin.com ;
Cog	The currency of the Principality of Cogito calculated to 8 decimal places;
Cryptocurrency	Any coin or token belonging to an Account Holder and presently held in a wallet at Cryptopia;
Cryptopia	Cryptopia Limited, a company incorporated in New Zealand and presently in liquidation;
Liquidator	The person for the time being conducting the liquidation of Cryptopia;
Plan	The plan governing the delivery of the Owner's Cryptocurrency as provided in clause 5;
Power of Attorney	The power of attorney delivered to Accendos by the Owner as provided in clause 3(a);
Term	The term of this Agreement as defined in clause 2;

(a) Other Provisions

- (i) Reference to a Schedule is a reference to a schedule to this Agreement, which Schedules are incorporated into and form part of this Agreement.
- (ii) The headings in this agreement are inserted only for convenience and shall not affect its construction.
- (iii) Where appropriate, words denoting a singular number only shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and the corporate and vice versa.
- (iv) Where the definition of any party, person or organisation named or referred to herein comprises more than one party, person or organisation, then such definition shall be deemed to mean and include each and every one of the parties, persons and organisations included therein jointly and severally and the survivor or survivors of each of them.
- (v) Reference to a "person" shall include a reference to any person whether natural or juridical and any group of any such persons.
- (vi) The words "written" and "in writing" shall include any form of delivery of words which may be read by the human senses no matter on what medium stored or by what means delivered (and whether such medium exists at the date of this Agreement or is invented or discovered hereafter) on condition that:
 - (A) a copy of the relevant communication and a record of its delivery is kept in or on a durable medium by the party who delivers it; and
 - (B) the recipient is capable of storing it upon receipt in or on a durable medium.

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2. TERM

The term of this Agreement shall commence immediately on signing and shall continue until terminated under the provisions of clause 10.

3. DEALINGS WITH LIQUIDATOR

(a) Power of Attorney

- (i) The Owner shall, immediately following the exchange of this Agreement, execute and deliver to Accendos a Power of Attorney in a form approved by Accendos authorising Accendos to represent and act for the Owner in all matters relating to the liquidation of Cryptopia and the recovery of the Owner's Cryptocurrency.
- (ii) Accendos shall accept the Power of Attorney and serve the same upon the Liquidator.

(b) Duties of Accendos

Accendos shall:

- (i) Negotiate with the Liquidator for the release in specie of the Owner's Cryptocurrency together with the Cryptocurrency of all other Account Holders and its delivery to each respective Account Holder's wallet(s) at Bitcoin.com.
- (ii) Take all lawful and reasonable steps to the best of its professional ability to compel such delivery;
- (iii) Engage lawyers, accountants and any other professional adviser or service provider and take and prosecute all such actions at law or otherwise that Accendos, entirely in its own discretion, deems to be necessary or desirable to compel and achieve such delivery;
- (iv) To the best of its professional ability, give equal priority to the interest of each Account Holder.

(c) Indemnity and Release

- (i) Cogito shall pay and discharge all costs, fees and expenses of Accendos in the discharge of its aforesaid duties and shall indemnify the Owner against the same other than to the value of the cost contribution required by the Plan selected by the Owner.
- (ii) Except in the case of fraud or gross negligence on the part of Accendos or any person for whom Accendos is responsible, the Owner shall have no claim of any kind against Accendos or Cogito if Accendos shall fail to compel the Liquidator to deliver the Owner's cryptocurrency and the Liquidator shall dispose of the Cryptocurrency to any third party and account to Account Holders for the net proceeds of any sale.
- (iii) The Owner expressly releases both Accendos and Cogito from any such claim and covenants not to sue either of them for any such claim.

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4. REGISTRATIONS

(a) Cogito

The Owner shall, as a result of this Agreement, be registered free of charge as a citizen of the Principality of Cogito. www.principalityofcogito.com

(b) Wallet Creation

- (i) The Owner shall, if shehe has not already done so, open a wallet at <https://exchange.bitcoin.com/referral/6a7b783c08d83969> for each ticker symbol of Cryptocurrency presently held in a wallet at Cryptopia and belonging to the Owner.
- (ii) Cogito will also open a wallet for each such ticker symbol.
- (iii) Where the Plan selected by the Owner requires the Owner to assign any Cryptocurrency to Cogito and the Liquidator is willing, the Liquidator shall be directed to deliver to Cogito's Bitcoin.com wallet(s) the proportion of the Owner's Cryptocurrency assigned to Cogito and the remainder to the Owner's Bitcoin.com wallet.
- (iv) Where the Liquidator is not so willing and insists on delivering all of the Owner's Cryptocurrency to the Owner's Bitcoin.com wallet(s) then the Owner shall transfer to Cogito's Bitcoin.com wallet(s) the amount due under the Plan not later than three (3) working days following receipt of the Cryptocurrency in the Owner's wallet.
- (v) Should the Owner fail to transfer to Cogito's Bitcoin.com wallet(s) the amount of Cryptocurrency due to Cogito under the Plan within the time limit aforesaid, then the Owner shall be deemed to have selected the Platinum Plan and shall be liable to pay to Cogito the Cog amount required by that Plan.

5. PLANS

(a) Settle 50

Where the Plan selected in the First Schedule is "Settle 50" the Owner shall:

- (i) not be required to make any Euro contribution to the costs of the project; and
- (ii) assign or transfer to Cogito without any further consideration one half (50%) of all the Owner's Cryptocurrency.

(b) Settle Sell

- (i) Where the Plan selected in the First Schedule is "Settle Sell" the Owner shall:
 - (A) not be required to make any Euro contribution to the costs of the project; and
 - (B) sell to Cogito all (100%) of the Owner's Cryptocurrency at the price of each coin or token quoted on coinmarketcap.com (calculated to 8 decimal places) at the close of the day of receipt of the Cryptocurrency in the Bitcoin.com wallet(s) of the Owner and/or Cogito.
- (ii) Where no quotation for one or more coins or tokens is available on coinmarketcap.com, then Cogito shall discuss with the Owner a purchase value.

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(c) Settle 90

Where the Plan selected in the First Schedule is “Settle 90” the Owner shall:

- (i) Contribute fifty Euros (€50.00) to the costs of the project payable as to €25.00 on exchange of this Agreement and the balance immediately upon receipt of the Owner’s Cryptocurrency in the Owner’s account at Bitcoin.com; and
- (ii) assign or transfer to Cogito without any further consideration one tenth (10%) of all the Owner’s Cryptocurrency;
- (iii) receive a credit of €50.00 in the Owner’s Cogito fee account towards the purchase of other Cogito products and/or services.

(d) Settle All

Where the Plan selected in the First Schedule is “Settle All” the Owner shall:

- (i) Contribute two hundred Euros (€200.00) to the costs of the project payable as to €25.00 on exchange of this Agreement and the balance immediately upon receipt of the Owner’s Cryptocurrency in the Owner’s account at Bitcoin.com; and
- (ii) Not be required to assign or transfer to Cogito any of the Owner’s Cryptocurrency;
- (iii) receive a credit of €200.00 in the Owner’s Cogito fee account towards the purchase of other Cogito products and/or services.

(e) Tax

Each party will be responsible for all required tax reporting and will pay all taxes accruing due with respect to any income accruing to that party by virtue of this Agreement. Each party will indemnify each of the others from any liability arising out of that party’s failure to comply with any reporting or payment obligation under the revenue laws of any jurisdiction.

6. PROCEDURES**(a) Adoption**

Cogito may adopt and promulgate procedures for the detailed conduct of the transactions and matters set out in this Agreement and the parties hereto, together with all other Account Holders, shall abide by and comply with the procedures for the time being in force in the performance of their respective obligations hereunder.

(b) Variation

Cogito may, in its own absolute discretion, for the better or more efficient operation and management of the transactions and matters set out herein, replace, vary or amend the procedures from time to time and no such replacement, variation or amendment shall constitute a breach or termination of this Agreement.

7. WARRANTIES AND COVENANTS**(a) Of Owner**

- (i) The Owner warrants that:
 - (A) shehe is the absolute, ultimate beneficial owner of the Owner’s

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Cryptocurrency and that no other person has any claim against or lien over any thereof;

- (B) the original funds used to purchase the Owner's Cryptocurrency were from a legal source and not of any criminal origin.
- (ii) The Owner undertakes to each of Accendos and Cogito to take all necessary lawful steps and deliver all necessary documents required for AML/CTF/KYC purposes and/or required by Accendos or Cogito.

(b) Warranties

Each party hereto warrants to the other:

- (i) that it has the capacity to enter into this Agreement;
- (ii) that, where the party is not a natural person:
 - (A) it is duly incorporated and in good standing in the place of its incorporation;
 - (B) all necessary resolutions and authorities have been passed, given and made to make the execution and performance of this Agreement the proper corporate act of that party and to bind that party by its terms;
- (iii) that the execution and performance of this Agreement does not constitute a breach or an event of default under any agreement between that party and any third party;
- (iv) that the person signing this Agreement as or on behalf of that party is fully authorised to sign it and that such signature commits that party to the terms hereof.

(c) Survival

The representations and warranties set out in this clause shall survive completion of this Agreement for so long as may be necessary to carry them into full force and effect.

8. CONFIDENTIALITY

(a) Mutual Covenant

The parties each covenant with each of the others that they will (and will procure that their respective employees agents and nominees shall) keep confidential any confidential information which they may acquire in relation to the affairs of the other party or of the other party's business associations or contacts and shall not use or disclose such information except with the written consent of that other party or in accordance with the order of a court of competent jurisdiction or in the course of execution of any step required in connection with the performance of this Agreement.

(b) Time Limit

The obligations of the parties contained in this clause shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach of the obligations contained in this clause by that party or by any person for whom that party is responsible.

(c) Legal Proceedings

Nothing in this clause shall prevent either party from disclosing information which would, apart

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from this sub-clause, be deemed to be within the provisions of this clause to the extent required in or in connection with legal proceedings arising out of this Agreement.

(d) Survival

The provisions of this clause shall survive termination of this Agreement.

9. NON-CIRCUMVENTION

(a) ICC Rules

The parties mutually undertake to observe and abide by the Non-Circumvention/Non-Disclosure rules of the International Chamber of Commerce (ICC), Paris, France, and all amendments thereto which are hereby incorporated by reference and shall apply to both parties to this transaction.

(b) Specific

- (i) Without prejudice to the generality of the foregoing, each party agrees for itself and its officers, directors, staff and associates not, except as expressly permitted herein or otherwise by the other in writing, to be involved or seek to be involved in any project or transaction with any party introduced to that party by one of the others (whether directly or with or through any intermediary) during the term of this Agreement.
- (ii) Any party may, in its discretion, identify any one or more parties that it views itself as having introduced to the others and this restriction shall expressly apply to every such identified party.

(c) Exception

Nothing in this clause shall be deemed to restrict any party from opening an account and dealing with a licensed bank that was introduced by one of the other parties so long as no party introduced by one of the other parties hereto is involved in any of the transactions executed in any such account.

10. TERMINATION

(a) By Program Completion

This Agreement shall terminate by expiry when all of the steps required by the Plan selected by the Owner have been performed and completed in full.

(b) On Failure of Condition

- (i) Accendos or Cogito may, each in their own unfettered discretion, terminate this Agreement by notice in writing at any time if either:
 - (A) Accendos has failed at the date of such notice to be appointed as attorney-in-fact for Account Holders owning 30% or more of the value of the Cryptocurrency held on trust by Cryptopia; or
 - (B) The court governing the liquidation of Cryptopia rules at any time that the Liquidator is not required to comply with the wishes of Accendos acting as attorney-in-fact for the class (or part of the class) of beneficiaries owning

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Cryptocurrency at Cryptopia.

- (ii) Upon such termination:
 - (A) Cogito shall return or compensate the Owner any deposit or up-front payment made by the Owner to Cogito hereunder without any deduction; and
 - (B) Upon such payment, except for the provisions hereof that are expressed to survive termination, this Agreement shall be null and void and the Owner shall have no further claim against or obligation to either Accendos or Cogito.

(c) For Cause

Any party may terminate this Agreement by notice in writing:

- (i) if either of the other parties or any person for whom that other party is responsible shall commit or allow to be committed a material breach of any of that party's obligations herein required to be performed or observed and if:
 - (A) the innocent party is of the opinion that such breach is not reasonably remediable; or
 - (B) such breach, being remediable shall not have been remedied within sixty (60) days after notice has been given to the defaulting party requiring remedy; or
- (ii) if either of the other parties is declared bankrupt or subject to a petition for bankruptcy or winding-up or makes any composition with its creditors or is subjected to any foreclosure or seizure of assets or commits any other act of insolvency.

(d) No Other Reason

This Agreement may not be terminated for any other reason except illegality or force majeure.

11. NOTICES**(a) Service**

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its mailing or e-mail address set out in the Exhibit (or such other address as the addressee has by five (5) days' prior written notice specified to the other):

(b) Delivery

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered:

- (i) if given or made by personal delivery of a letter, when delivered to the relevant address;
- (ii) if given or made by a letter delivered by the international Post Office then 20 days after posting in a mailbox duly stamped;
- (iii) if given or made by e-mail, when sent on condition that the relevant message appears in the sender's send log with properties disclosing an appropriate routing and such message was not stated by the system operator to have been undeliverable.

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12. MISCELLANEOUS

- (i) This Agreement contains all of the understandings between the parties hereto with reference to the subject matter hereof. No other understanding not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.
- (ii) This Agreement may not be modified or changed except by a written document signed by each party hereto.
- (iii) Nothing in this Agreement shall be deemed to create a legal partnership between the parties hereto.

13. JURISDICTION AND ARBITRATION

(a) Governing Law

This Agreement shall be governed by the laws of New Zealand, without regard to any conflicts of laws provisions. The parties submit to the jurisdiction of the courts of that jurisdiction subject to the right to compel arbitration as provided in this clause.

(b) Arbitration

- (i) All disputes arising in connection with this Agreement shall be finally settled by arbitration in Christchurch, New Zealand in the English language pursuant to the provisions of the relevant NZIAC Arbitration Rules of the New Zealand International Arbitration Centre by one or more arbitrators appointed in accordance with such rules.
- (ii) The institution or prosecution by any party of litigation for the purpose of protecting or preserving any right or preventing any lapse or default of any right or any abuse by the other shall not be deemed to constitute waiver of the right to compel arbitration.

(c) Enforcement

- (i) The prevailing party in any proceedings at law or by arbitration relating to this Agreement shall receive, in addition to any other recovery, its reasonable and actual legal fees and costs.
- (ii) No punitive or exemplary damages may be claimed by or awarded to either party hereunder.
- (iii) Any judgment of any court having jurisdiction hereunder and any award of arbitrators made hereunder shall be enforceable in any jurisdiction throughout the world.

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AGREED BY THE PARTIES on the date set at the head of this Agreement.

Signed for and on behalf of the Owner by

Signatory Name, Signatory Title

Signed for and on behalf of Accendos
Group NZ Ltd. by

Signed for and on behalf of the Principality
of Cogito

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SECOND SCHEDULE

The Owner's Cryptopia Account

User Name:	Linked Email Address

Initials:

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