

This License Agreement (the “Agreement”) by and between BCT Inc (the “Licensor”), a company organized under the laws of Saint Vincent and the Grenadines with an address of 1st Floor, First St. Vincent Bank Ltd. Building, James Street, Kingstown, Saint Vincent and the Grenadines and the purchaser of the Blockchain Terminal (the “Licensee”). This Agreement shall take effect on the date and time (the “Effective Date”) that the Licensee clicks an “I Agree” button, check box or other indicator of agreement presented with this Agreement on the Licensor website (bct.io) (the “Licensor Website”). The Licensee will then be bound by this Agreement and all terms incorporated by reference as of the Effective Date. If the Licensee has any questions regarding this Agreement, please contact the Licensor at legal@bct.io. “BCT Tokens” are digital tokens issued by BCT Inc SECZ, a Cayman Islands exempted company.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License.**

- (a) The equipment shall consist of a nonexclusive and nontransferable license for Licensee to use Licensor’s software and equipment (the “Equipment” or “Blockchain Terminal”) as described in Section 1(b), in accordance with the terms of this Agreement. The Equipment shall be delivered to Licensee, such date is defined as the “Delivery Date”.
- (b) It is expressly understood that the Equipment is, and shall at all times remain, personal property of Licensor or its assignee, except as provided in this Section 1(b) and in Section 1(c). The Equipment shall include (i) a thin client hub (i.e., microcomputer) containing the Licensor’s software, (ii) a monitor, (iii) a private key device (the “Private Key”), and (iv) a wireless mouse and keypad. The title to items (i), (ii) and (iv) of the Blockchain Terminal shall at all times remain with the Licensor, and title to the Private Key (item iii) shall transfer to the Licensee upon the Delivery Date. The Licensee shall have no right, title or interest in the Equipment except as expressly provided herein. So long as the Licensee is not in material default of any conditions herein, the Licensee shall have the right of quiet and peaceful use, possession and enjoyment of the Equipment, subject to the conditions of this Agreement.
- (c) The Licensee’s private data in the Equipment (the “Private Data”) belong to the Licensee. It is expressly understood that the Private Data is, and shall at all times remain, the exclusive personal property of Licensee or its assignees (or to the extent such data is protected by law or licensed by third parties, such data shall be exclusive used rightfully by Licensee with no ownership or other rights with respect to such data accruing to Licensor). Licensor shall have no right, title or interest in any Private Data captured, transmitted, stored or otherwise used in connection with the Equipment except as expressly provided herein.

2. **Term.**

- (a) This Agreement shall be effective from the Effective Date and shall remain in full force and effect thereafter for the term selected by the Licensee on the Licensor Website (the “Term”).
- (b) The Licensee shall have the right to terminate this Agreement within 30 days of the Delivery Date. Upon the return of the Equipment, the Licensee shall be entitled for a full refund, less expenses.
- (c) The Licensor shall have the right to terminate this Agreement at any time, upon not less than 10 days prior written notice to the other party.
- (d) Upon completion of the Term, the duration of the Agreement shall be automatically extended on a monthly basis, unless either party shall deliver a written notice to the other party of termination at least 20 calendar days prior to the end of the Term, or a longer renewal or extension Term is agreed upon by mutual written agreement of the Licensee and Licensor.

3. **Charges.**

- (a) Blockchain Terminal Fee: As selected by the Licensee on the Licensor Website.
- (b) Monthly Service Fee: As selected by the Licensee on the Licensor Website. If payment is by credit card, then the Licensee shall provide to Licensor on the Licensor Website such credit card information as shall be necessary to establish an automatic monthly credit card payment for the Monthly Service Fee, and the Monthly Service Fee shall be paid accordingly.
- (c) The Licensee shall pay the Monthly Service Fee to the Licensor on the payment date as established on the Licensor Website (the “Payment Date”) for the duration of the Term. The first and last month payments shall be prorated, as applicable. Interest on any past due payments under this Agreement shall accrue at the rate of 2% per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Licensee agrees that failure to pay the Monthly Service Fee by the Payment Date shall constitute a material breach of this Agreement, and upon such breach where the Licensee is more than 5 days late with its payment, Licensor or its assignee may terminate the Agreement.

4. **Warranties and Limitations of Liabilities.** The Licensee represents and warrants that: (a) It has selected the Equipment based on its own judgment, and expressly disclaims any reliance upon statements made by Licensor, and (b) upon delivery of the Equipment on the Delivery Date, Licensee shall have unconditionally accepted such Equipment. THE LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT, AND LICENSEE LICENSES THE EQUIPMENT ‘AS IS’. LICENSOR SHALL HAVE NO RESPONSIBILITY TO LICENSEE OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE FOLLOWING: (i) ANY LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT OR ABSOLUTE LIABILITY IN TORT OR BY STATUTE IMPOSED), LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR BY ANY OTHER CIRCUMSTANCES IN CONNECTION THEREWITH, (ii) THE USE, OPERATION OR PERFORMANCE OF THE EQUIPMENT OR ANY RISKS RELATING THERETO, (iii) ANY DELAY IN OBTAINING THE EQUIPMENT OR ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR CONSEQUENTIAL DAMAGES, (iv) DELIVERY, INSTALLATION (INCLUDING INSTALLATION BY 3RD PARTY SYSTEM INTEGRATORS), OPERATION, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE EQUIPMENT OR (v) ANY OTHER DAMAGES WHATSOEVER AND HOWSOEVER CAUSED. Upon Licensor’s delivery of the Equipment to Licensee, and in the absence of any default hereunder, any and all rights and warranties extended by the Equipment manufacturer to Licensor in connection with the purchase of the Equipment will be automatically transferred and assigned to Licensee, to the extent permitted without necessity of further action by either party.

No action, regardless of form arising out of or pertaining to any of the Equipment may be brought by Licensee more than one (1) year after the cause of action has accrued.

5. **Hold Harmless.** Each party shall defend, indemnify and hold the officers, officials, and employees of the other party and its assignee harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the first-mentioned party's non-performance of or material breaches under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
6. **Value, Condition and Restrictions on Use.** The Licensee acknowledges that the Equipment was developed, compiled, prepared, revised, selected and arranged by Licensor and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of Licensor and such others. Therefore, this Agreement is, subject to and conditional upon the Licensor being satisfied, in its absolute discretion, with the credit-worthiness of the Licensee (the "Condition"). The Licensor, in its absolute and sole discretion, may elect to waive this condition in writing. The Licensee shall protect the proprietary rights of Licensor and all others having rights in the Equipment during and after the Term of this Agreement. The analysis and presentation included in the Equipment may not be recirculated, redistributed or published by Licensee except for internal purposes without the prior written consent of Licensor and, where necessary, with certain sources of the information included in the Equipment, except as otherwise required by law, rule, regulation, or order, subpoena, or request of a governmental authority. The Equipment is solely and exclusively for the use of Licensee and may not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement.
7. **Return of Equipment and Software: Confidentiality.** Upon termination of this Agreement for any reason whatsoever, Licensor shall have the right to remove the Equipment provided at Licensee's expense. At all times, during the Term and thereafter, the Licensor shall ensure that the Private Data is kept confidential and subject to confidentiality covenants that are customary for the industry.
8. **Maintenance.** The Licensee to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, LICENSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH LICENSEE ACCESSES THE EQUIPMENT AND LICENSEE SHALL INDEMNIFY LICENSOR AND HOLD IT HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (including reasonable attorney's fees) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD-PARTY COMMUNICATIONS NETWORK. Licensee shall be responsible for the safekeeping of the Equipment from the time it is received on Licensee's premises and shall take reasonable steps to prevent abuse to the Equipment. Licensee shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Equipment to Licensee and shall pay Licensor the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of Licensor. Neither Licensor nor its suppliers or third party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the Installation, relocation, maintenance, use or removal of the Equipment.
9. **Assignment.**
 - (a) Licensee agrees that Licensor may transfer or assign all or any part of Licensor's right, title or interest in, under or to the Equipment and/or this Agreement and any or all sums due or to become due pursuant to any of the above, to any third party (the "Assignee"). Licensee, upon receipt of written notice of such transfer or assignment and instructions from Licensor, shall perform all of its obligations hereunder for the benefit of Assignee and, if so directed, shall pay all sums due or to become due hereunder directly to Assignee, and Licensee's obligations hereunder with respect to Assignee shall be absolute and unconditional and not be subject to any abatement, recoupment, defense, off set or counterclaim for any reason, including, but not limited to, failure of the Equipment to properly operate, any failure of the Licensor to perform any of its obligations herein contained or for any other cause or reason, whether similar or dissimilar to the foregoing. Licensee shall not look to Assignee to perform any of Licensor's obligations hereunder, it being understood that no such assignment or transfer shall relieve Licensor of its obligations hereunder.
 - (b) Licensee shall not assign this Agreement or any interests hereunder and shall not enter into any sublease with respect to the Equipment covered hereby without Licensor's and the Assignee's prior written consent, which consent shall not be unreasonable withheld.
10. **Complete Agreement: Modifications or Waivers: Form.** This Agreement is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications, waivers or notifications relating thereto may be made without the approval of both parties. Changes, modifications or waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.
11. **Authority: Validity: Governing Law.** Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that, to the best of its knowledge and belief, such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms. Licensor and Licensee intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be deemed unenforceable shall in any way invalidate any other provisions of this Agreement, all of which remain in full force and effect. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines without giving effect to the conflicts-of-law provisions thereof. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of Saint Vincent and the Grenadines with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this License Agreement is deemed executed as of the Effective Date by the Licensor and Licensee.