

General Swap Terms and Conditions Including Risk Disclosure

Preamble

Digitech A LLC is engaged in the announcement, establishment, incentive promotion and promotion of market acceptance in the context of the market launch, dissemination and establishment of the "young" cryptocurrency "PLCU-New." The Customer is the owner of the cryptocurrency "PLCU Classic" formerly issued by Digitech A LLC (hereinafter: "PLCU Classic"). Digitech A LLC. offers its customers the opportunity to convert their PLCU-Classic (hereinafter referred to as "PLCU Swap") into the new cryptocurrencies "PLCU-New" (hereinafter: "PLCU"). For this purpose, the following regulation is made in the form of the following General Swap Terms and Conditions Including Risk Disclosure:

§ 1 Scope; No Financial Services or Banking Transactions

(1) Digitech A LLC, Hualing Free Trade Zone, City of Kutaisi, Georgia, email: info@plcultima.com (hereinafter referred to as "Provider") offers participation in the cost-neutral PLCU Swap described in the preamble in accordance with these General Swap Terms and Conditions (hereinafter "GTCs"). The GTCs apply regardless of whether you are a consumer, entrepreneur or merchant and you are hereinafter referred to as the "Customer."

(2) All agreements made between the Parties in connection with this swap agreement shall result in particular from these GTCs. Deviating conditions will not be accepted. This shall also apply if the Provider has not expressly objected to the inclusion.

(3) The Parties agree that the present Swap Agreement does not constitute an investment and that the Provider does not provide banking transactions or financial services on a commercial basis, nor is the subject of the present contractual relationship financial instruments or investment assets within the meaning of the relevant statutory provisions.

§ 1a Right of Withdrawal for Consumers

If you are a consumer (i.e. a natural person who is placing the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions:

Withdrawal Disclosure
Right of Withdrawal You have the right to withdraw from this Agreement within fourteen days for any reason.

The withdrawal period shall be fourteen days from the date of conclusion of the Agreement.

To exercise your right of withdrawal, you must notify us (Digitech A LLC, Hualing Free Trade Zone, City of Kutaisi, Georgia, email: info@plcultima.com) of your decision to withdraw from this Agreement by means of a clear statement (e.g. a letter sent by post or an email). For this purpose you may use the attached sample withdrawal form, which is however not mandatory.

Dispatching the notification regarding your exercise of the withdrawal right prior to the expiration of the withdrawal period suffices for compliance with the withdrawal period.

Consequences of the Withdrawal

If you withdraw from this Agreement, then we are obligated to repay to you all payments which we received from you, including delivery costs (excluding additional costs arising from you choosing a different type of delivery than the most economical standard delivery offered by us) without undue delay and no later than within 14 days as of the date on which the notification regarding your withdrawal from this Agreement was received by us. For this refund, we will use the same payment means used by you in the original transaction, unless otherwise explicitly agreed with you; you will not owe any fees in connection with this refund.

Please note:

The right of withdrawal expires in the case of a contract for the delivery of digital content that is not on a physical data carrier if we have begun executing the contract after you have expressly agreed that we begin executing the contract before the end of the withdrawal period and you have confirmed your knowledge that you lose your right of withdrawal by agreeing to begin executing the contract.

Sample withdrawal form

(If you wish to withdraw from the Agreement, please fill in this form and return it to us.)

To [Digitech A LLC, Hualing Free Trade Zone, City of Kutaisi, Georgia, email: info@plcultima.com]:

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only in case of paper notification)

Date

(*) Delete as applicable.

§ 2 Subject Matter of the Agreement; Registration of the Customer

(1) The Provider offers the Customer the possibility to register on the website <https://plcultima.com> with their relevant personal data, their email address and a password to be determined in compliance with the technical registration procedure, to create a user account and thus to participate in the cost-neutral PLCU Swap. The presentation and advertisement of the PLCU Swap on the website of the Provider does not constitute a binding offer to conclude an swap agreement, but a mere invitatio ad offerendum. To perform a PLCU Swap, the Customer must register using the specified technical method, agree to these GTCs, and check all required boxes. Registration is free of charge. The information required for registration or for the subsequent completion of registration must be provided completely and truthfully. During the registration process, the Customer must choose an email address and password.

(2) By ticking the required boxes, accepting these GTCs together with the risk disclosure and pressing the button "Swap PLCU-Classic for PLCUs now," the Customer submits a binding application for the execution of a PLCU Swap. The contractual relationship shall only come into effect upon transmission of the email confirmation together with the Provider's access data. After receiving the access data, the Customer can edit their profile on <https://plcultima.com> and view the status of the PLCU Swap via the dashboard in the back office. With the conclusion of the swap agreement, the Parties agree that the Customer is exchanging their PLCU-Classic for PLCUs in accordance with these GTCs.

(3) The conclusion of the Agreement is possible with legal entities, partnerships or natural persons who (or whose responsible persons) have reached the age of 18 (or the age required to enter into valid contracts in the country in which a natural person resides).

(4) Prerequisite for the transfer of the PLCU-Classic back to the Provider and the receipt of the PLCUs is the specification of an eWallet by the Customer to which the PLCUs can be transferred.

§ 3 Transfer and Availability of the PLCUs; Proportional Distribution of the PLCUs; Risk Disclosure Regarding Cryptocoins; No Liability for Incorrect eWallet Data

(1) After the effective conclusion of the Agreement, the exchange of the PLCU-Classic selected by the Customer and in their possession into PLCUs shall be carried out by transferring the PLCU-Classic to the specified eWallet of the Provider and immediately destroying (burning) them; the destruction shall be irrevocable and final. From the effective conclusion of the swap agreement, the Customer will then receive the specified number of PLCUs in installments at

monthly intervals over a period of 5 years (60 months) to his eWallet, where they will then be freely available to them. The PLCUs are transferred in accordance with the following:

- In the 1st year from the conclusion of the Agreement, a total of **2%** of the total amount of the PLCUs will be transferred to the Customer's eWallet,
- In the 2nd year from the conclusion of the Agreement, a total of **5%** of the total amount of the PLCUs will be transferred to the Customer's eWallet
- In the 3rd year from the conclusion of the Agreement, a total of **10%** of the total amount of the PLCUs will be transferred to the Customer's eWallet
- In the 4th year from the conclusion of the Agreement, a total of **20%** of the total amount of the PLCUs will be transferred to the Customer's eWallet
- In the 5th year from the conclusion of the Agreement, a total of **63%** of the total amount of the PLCUs will be transferred to the Customer's eWallet

(2) In the event that the Customer holds the PLCUs transferred to its eWallet, it shall be pointed out as a precautionary measure that the market of cryptocurrencies such as the PLCU is very young, in constant flux and therefore very unstable (volatile) with the consequence that the original transfer value of a PLCU at the time of the transfer to the eWallet may also deviate significantly from the later transfer value of the PLCU, for example, in the event of a further transfer to another eWallet. This volatility risk is borne by the Customer as the beneficial owner.

(3) The transfer of the PLCUs shall be made using the eWallet data deposited by the Customer themselves. The Provider assumes no responsibility for the accuracy of this data and is accordingly not liable if this data should be incorrect.

§ 4 Liability of the Provider

(1) The Provider assumes no responsibility or liability for the content of websites to which direct or indirect references (links) are directed to the offer of the PLCU Swap. Since the Provider has no influence on the content and design of external websites, the Provider expressly distances itself from the content of these sites and does not adopt their content as its own. The operators of the respective websites are responsible for the content themselves.

(2) In all other respects, the Provider shall only be liable for damages other than those resulting from injury to life, limb and health insofar as these are based on intentional or grossly negligent conduct or on culpable breach of a material contractual obligation (e.g. payment of commission) by the Provider, its employees or vicarious agents. This also applies

to damages arising from the violation of duties in contractual negotiations as well as the execution of tortious acts. Any further liability for compensation of damages is excluded. Furthermore, except in the case of injury to life, limb or health or intentional or grossly negligent conduct on the part of the Provider, its employees or vicarious agents, liability shall be limited to the damage typically foreseeable at the time of conclusion of the Agreement and otherwise to the amount of the average damage typical for the Agreement. This also applies to indirect damages, in particular lost profit. The Provider shall not be liable for damages of any kind whatsoever resulting from loss of data on the servers, except in the event of gross negligence or intentional fault on the part of the Provider, its employees or vicarious agents.

§ 5 Data Protection

For details on the scope and use of data, please refer to the privacy policy, which can be found on the website <https://plcultima.com> at any time via the link "Privacy Policy."

§ 6 Applicable Law; Place of Jurisdiction

(1) The law at the registered office of the Provider shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions of the state in which the Customer has their habitual residence shall remain unaffected if they have entered into this Agreement as a consumer.

(2) If the Customer is a merchant or a corporation under public law, or has no general place of jurisdiction in Germany, or moves their place of residence abroad after conclusion of the Agreement, or their place of residence is unknown at the time the action is filed, the place of jurisdiction and the place of performance shall be at the registered office of the Provider.

§ 7 Final Provisions

(1) The Provider is entitled to modify these GTCs at any time. The Provider will announce changes with a notice period of 30 days before the change comes into force with a concrete designation of the future change of the Agreement via email or in the back office of the Customer. The Customer has the right to object to the change or to terminate the Agreement in text form without notice as of the effective date of the change. In case of objection the Provider is entitled to terminate the Agreement for convenience. Unless the Customer terminates the Agreement or objects to the change by the time the change takes effect, the changes shall take effect as of the date specified in the change notice. The Provider is obliged to inform the Customer of the significance of their silence in the change notice.

(2) In all other respects, any amendments or supplements to these GTCs must be made in writing. This also applies to the cancellation of the written form requirement.

(3) If these GTCs are translated into another language and there are inconsistencies in any provision between the German and the translated version of the GTCs, the German version shall always prevail.

(4) In case of invalidity or incompleteness of a clause of these GTCs, the entire Agreement shall not be invalid. Instead, the invalid clause is to be replaced with a clause that is valid and comes as close as possible to the economic intent of the invalid clause. The same applies to the closing of a possible gap requiring regulation.

(5) The Provider points out that it is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(6) Under applicable law, the Provider is obliged to inform consumers of the existence of the European Online Dispute Resolution platform, which can be used to resolve disputes without having to go to court. The European Commission is responsible for setting up the platform. As a Customer, you can find the European Online Dispute Resolution platform here: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Status of the General Swap Terms and Conditions: 10 January 2023