

## **TERMS AND CONDITIONS FOR THE CAPZ TOKEN INITIAL SALE**

PLEASE READ THESE TERMS AND CONDITIONS WITH CARE. BY PARTICIPATING IN THE CAPZ INITIAL SALE, YOU AGREE AND IS NOW BOUND TO TE TERMS AND CONDITIONS AND RULES REFERRED BY THEM AND IN THE WHITE PAPER OF THE CAPZ INITIAL SALE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU SHOULD NOT PARTICIPATE IN THE CAPZ INITIAL SALE.

These Terms and Conditions ("T&C") cover your participation in the CAPZ initial sale (<https://www.zencapzrewards.com>). These T&C are agree between you the "Participant" and ZenCap Fidelização de Clientes Ltda. ("ZenCap"), the institutor of the CAPZ initial sale and its loyalty program. By participating in the CAPZ initial sale in any manner you agree with these T&C

### General information

The CAPZ buyer is aware that the referred token for the loyalty points program is considered an utility token and consequently the national laws of securities that establish the parameters for the offer, sale and information regarding investments do not apply to the CAPZ initial sale.

The CAPZ initial token sale did not go through any regulatory scrutiny in Brazil, the location of the registered office of ZenCap the issuer of CAPZ tokens or by any other regulatory authority.

Any one who acquires CAPZ tokens recognizes and declares expressly tat they have carefully reviewed these T&C and the white paper of the CAPZ initial sale and fully understands the risks, costs and benefits associated to the purchase of CAPZ.

### Disclaimer

These T&C jointly with the white paper of the CAPZ initial offer must not be considered as an invitation to make investments in the CAPZ initial sale.

- In order to obtain the necessary resources to make CAPZ a reality, ZenCap will initiate the CAPZ initial sale through a standard ERC 20 smart contract based on the Ethereum platform. The contract address is 0x9f7002b797ed7170d7e5c7326781bc0dd83055b9. It can be viewed on EtherScan.

- The CAPZ initial sale will initiate on 05/14/2019. The Initial Sale will be make the purchase of CAPZ available for the period of 90 days starting from this date.
- CAPZ is an utility token of a loyalty points program that can be used only on the ZenCap platform In exchange for products and services provided by merchants in partnership with ZenCap or sold/bought among users of ZenCap.
- CAPZ has a fixed price table by volume and will be made public and properly made available on the White paper of the CAPZ initial sale (<https://www.zencapzrewards.com/whitepaper-pt-br.pdf>).
- During the 90 day period of the CAPZ initial sale , from May 14<sup>th</sup> 2019 to August 12<sup>th</sup> 2019, the CAPZ tokens will be issued and granted proportionately based on the ratio of  $US\$0,0035 \times CAPZ \times ETH$ , equivalent to 50% of the base price by volume of  $US\$0,007$  per CAPZ (reaching up to the maximum value of  $US\$0,015$  per CAPZ) after the CAPZ initial sale is finished.
- This structure has been implemented in order to avoid any volatility between  $USD \times ETH \times CAPZ$  and also to ensure an eventual termination of the smart contract e refund of ETHs in case the campaign for the CAPZ initial coin sale is unsuccessful, protecting the interests of the investors.
- The exact number of tokens is not specified in the smart contract, since the CAPZ tokens will be issued and granted in a proportional manner after the campaign for the CAPZ initial sale in concluded, based on the ratio of  $US\$0,0035 \times CAPZ \times ETH$ .
- The negotiation of CAPZ after the CAPZ initial sale in a trading platform does not alter its legal qualification of being an utility token, that remains as a simple way to use the ZenCap platform, considering there is no guarantee regarding the price for buying and selling CAPZ on the ZenCap app.
- The CAPZ initial sale does not constitute or relate in any manner, nor should it be considered an offering of transferable securities under any jurisdiction.

- This T&C and/or the White paper of CAPZ's initial token sale do not include or contain any information or indication that could be considered as a recommendation. This T&C and/or the White paper shall not be considered or used for purposes of investment decisions.

- Further, to the extent allowed by the applicable laws, regulations and rules, ZenCap and its agents, parent companies or their employees shall not be liable for any indirect, special incidental, consequential damages or any other loss of any kind, in tort, contract or otherwise (which includes and is not limited to losses of revenues, income, profits and loss of use or data), that arises from or in connection with any acceptance or reliance on this T&C and or the CAPZ initial sale's white paper.

-This document does not constitute an offer or an invitation to buy or sell shares, securities or rights belonging to ZenCap or any related or associated company.

- ZenCap is not to be considered as an advisor in any legal, tax or financial matters. Any information in the T&C or the White Paper is given for general information purpose only and ZenCap does not provide with any warranty as to the accuracy and completeness of this information. Given the lack of crypto-token qualifications in most countries, each buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of CAPZ's token according to their nationality and place of residence.

#### RESTRICTED JURISDICTIONS

THE FOLLOWING WILL NOT BE ALLOW TO PARTICIPATE: (i) citizens or entities from; (ii) residents in; (iii) individuals or entities located in; (iv) individuals or entities with businesses in; and (v) not conducting businesses in any of the following countries: United States of America, Switzerland, Afghanistan, Bosnia and Herzegovina, Central African Republic, Cuba, Democratic Republic of Congo, Democratic People's Republic of North Korea (North Korea), Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Libya, Lebanon, Somalia, South Sudan, Sudan, Syria, Uganda, Vanuatu, Yemen and region of Crimea or any one of it's respective states, provinces, territories or possessions or any other nation subjected to all national territory or territories under sanction authorized by the United Nations (for each restricted jurisdiction).

-ZenCap or CAPZ utility token does not grant any right to participate in control over ZenCap's management or decisionmaking structure, or over the CAPZ loyalty points network and or governance to the Purchasers of the CAPZ token.

-CAPZ Tokens are based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the CAPZ network or CAPZ Token to malfunction or operate in a way that is not expected. Ether, the native Ethereum Protocol account unit may itself lose value in a similar way to CAPZ Tokens, and also in other ways.

We may amend the Terms at any time by posting a revised version on the Website and or within the white paper. The revised version will be effective at the time we post it. We will also communicate amended Terms & Conditions document/White paper through the various communication channels we use. By participating in the crowd sale, the purchaser agrees to the above and in particular, they represent and warrant that they:

- have read carefully the terms and conditions attached to the White Paper ; agree to their full contents and accept to be legally bound by them; - are authorized and have full power to purchase CAPZ Token according to the laws that apply in their jurisdiction of domicile;
- are not a U.S. citizen, resident or entity (a "U.S. Person"), nor purchasing on behalf of a U.S. Person; nor are they purchasing CAPZ Tokens (unless we have applied for and been approved for the SEC exemption, and the U.S. citizens are accredited and have passed the CAPZ KYC process);
- do not reside in any restricted jurisdiction and do not buy CAPZ or have the power to sign on behalf of a resident in a restricted jurisdictions;
- are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- will not use the crowd sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- CAPZ Token purchasers explicitly declare that they understand the fact that there is no, under the conditions set in the Terms, refund or recourse on CAPZ and any of its affiliates, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors in relation to the Purchase of CAPZ Tokens

São Paulo, Brazil, May 14th 2019.