

Reservation and Mandate Contract

(hereinafter also referred to as the "Contract")

concluded pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code

GLOCIN LIMITED

based at Enterprise House
2 Pass Street, Oldham, Manchester, OL9 6HZ
Identification No.: 108 18 518
represented by: Ing. Jiří Balcárek, Director
email: office@glocin.com

(hereinafter only referred to as the "Provider" or the "Mandatory")

and

first name and surname
residence:
Identification No. / Date of birth:
email

DRAFT

(hereinafter only referred to as the "Customer" or "Mandator")

(the Provider and the Customer, hereinafter collectively referred to as the "Contracting Parties")

on the day, month and year specified below enter into

this:

RESERVATION AND MANDATE CONTRACT

Part I

RESERVATION CONTRACT

I.

Subject of the Contract

1. The Subject of this Contract is the obligation of the Provider to provide the Customer under the presale the right to purchase pre-sale XLSP tokens, which will be then, within the proper sale, called XLEEL-ELIS Tokens (ERC-20 technical standard) (hereinafter referred to as the "Tokens"). This obligation will consist in the fact that the Provider will make a future purchase of these tokens from a third party under the Mandate Contract, which is further specified in Part II hereof (hereinafter referred to as the "Subject of the Contract"), as well as the obligation of the Customer to send the reservation amount to the account specified in detail herein, and provide the Provider with the necessary cooperation, according to the terms and conditions agreed herein.
2. The Provider declares that the reservation amount specified herein will be held in a bank account designated by the Provider before the presale by a third party (hereinafter referred to as the "PRESALE").

3. The Provider undertakes that, from the date of hereof and depositing the reservation amount until the PRESALE, the Subject of the Contract will be reserved for the Customer and the Provider will not offer or provide the same subject of the Contract to a third party.

II.

Reservation Period

1. This Contract is concluded for a definite period corresponding to the reservation period. This period begins to run from the conclusion hereof and lasts until the day preceding the day when the PRESALE occurs.
2. The Contracting Parties jointly declare that they are aware that the PRESALE has already occurred at the time of concluding hereof. The Provider will therefore follow Part II of this Contract after concluding hereof.

III.

Reservation Amount

1. The reservation amount will be used to purchase tokens from a third person, and this purchase will be made under a concluded Mandate Contract, which is part hereof (hereinafter referred to as the "Reservation Amount").
2. The Contracting Parties have agreed that the minimum amount of the reservation amount is set to the purchase of tokens as follows:
 - a. the Customer must be a registered Client of the GLOCIN Project (hereinafter referred to as the "Client") at <https://miner.glocin.com> (hereinafter referred to as the "Online System"),
 - b. if the Customer is a Client of the GLOCIN project, the minimum purchase of tokens for this Client is set at TRN 250,
 - c. if the trader wishes to participate in the remuneration resulting from company marketing, its own purchase of tokens must be at least TRN 1,000.
3. In order to reserve the Subject of this Reservation Contract, the Customer is obliged to pay the provider a fee of TRN 20. The reservation amount will be automatically increased by a fee of TRN 20 in the online system, providing that the Customer will be obliged to pay only this increased amount. Payment under this paragraph is agreed as non-refundable. The Customer is aware of this fact.
4. Payment of the reservation amount and fee will be made by deducting its full amount according to the request of the Customer in the online system, from available amounts of the Customer in his/her online account, which is maintained in the Provider's online system at <https://miner.glocin.com>. If the Customer does not have an available balance in the required amount in his/her online account, this Contract may not be concluded.
5. In the event that the reservation amount is paid down but the Subject of the Contract is not reserved by the Provider, in particular as a result caused by a third party, external circumstances or the technical condition of the online system, the Provider is not responsible for the fact that the Subject of the Contract will not be reserved. In in such a case, the Provider is obliged to return to the Customer the reservation amount deposited by the Customer without undue delay.
6. In the event of termination hereof, the Provider is obliged to return to the Customer the reservation amount deposited by the Customer before fulfilling the Subject of the Contract. In the case of a refund of the reservation amount, the Customer does not have the right to interest for the period when the reservation amount was deposited with the Provider.

IV.

Other Arrangements

1. Rights and obligations that should occur only after the expiration of the reservation period due to their nature do not cease to exist after its expiration (contractual penalty, return of the reservation amount, etc.).
2. The Customer is obliged to have an electronic wallet set up that can accept presale XLSP tokens and XLE–ELIS TOKENS (ERC-20 technical standard) in order to fulfil the purpose of hereof. He/she will fulfil this obligation, for example, by using a wallet in the eBit System application. No later than 14 days from the conclusion hereof; thus, the Customer is obliged to notify the Provider of the wallet number (or the identification name or address) in the Provider's online system at <https://miner.glocin.com>. In the event that the wallet number is not communicated in this way, the Provider shall provide the Customer with an additional period of 30 days from the conclusion hereof to set up the wallet. Unless the wallet is set up in the additional period so determined, the Provider has the right to set up the wallet for the Customer itself. The Provider will set up this wallet under a unique access name and password with the eBit System application, while this data will be sent to the Customer by email to its registered email address, under which his/her GLOCIN trading account is also maintained. If the wallet is so set up by the Provider, the Customer will be charged a fee of TRN 100. As soon as the Customer accepts the access data at the above-mentioned address and pays the fee, the tokens can be sent to the wallet set up in this way so that the purpose of this Contract can be fulfilled.

Part II

MANDATE CONTRACT

I.

Subject of the Contract

1. The purpose of this Contract is to perform the purchase of pre-sale XLSP tokens, as part of the presale for the Mandator on his/her behalf, from a third party, providing that this Contract is discharged by their purchase and credit to the Mandator's wallet.
2. The service which is the Subject of the Contract consists in the fact that the Mandator's funds invested under the concluded Reservation Contract will be used to purchase the tokens from a third party. The XLSP tokens will be purchased by the Mandatory from a third party for these funds. Depending on the amount of funds deposited by the Customer to the Mandatory's account under the Reservation Contract, after purchasing tokens, newly exchanged funds will be remitted to cryptocurrency wallets enabling the receipt of ERC-20 standard tokens, for example, the eBit System wallet or wallets available at: <https://trezor.io/> or <https://www.myetherwallet.com/> (hereinafter referred to as the "Wallet"). All and any information about the acceptance of the token that is the Subject of this Contract will be available in the online system at <https://miner.glocin.com>.
3. The account that will be used for the deposit of funds will not only contain the funds of the Mandator, but also other persons, which is known to the Mandator.
4. The Mandator undertakes to pay the Mandatory for the performance of activities under this Contract a Fee pursuant to Article III hereof.

5. The Contracting Parties declare that they are aware of the possibility that the purchase of tokens may not take place if the token as such does not come to existence. The Contracting Parties acknowledge this fact. In this case, the Mandator is not entitled to a Fee; however, all other funds that have been deposited by one Contracting Party will be returned to the other Contracting Party.
6. The Contracting Parties acknowledge that the purchase of tokens, which is the Subject of this Contract, will be made by the Mandatory in accordance with conditions published by a third party on its website, in the media or on social networks, as specified in detail herein above (payment date...).

II.

Period of Performance

1. The Mandatory starts to perform the Subject of the Contract specified in Article I for the Mandator without undue delay. The launch of the PRESALE is tied to the programming of XLSP–Elis Token (ERC-20 technical standard). The Mandator has been informed about the programming of tokens via the online system at <https://miner.glocin.com>, through a message in his/her online account.

III.

Fee

1. The Fee for the work and activities of the Mandatory, which are the Subject of this Contract, is determined by agreement of the Contracting Parties and amounts to TRN 20 (hereinafter referred to as the “Fee”).
2. The Fee includes all and any costs of the Mandatory necessarily or expediently incurred in performing all its obligations hereunder.
3. Under the concluded Reservation Contract between the Mandator and the Mandatory, a total of TRN 20 of the paid Fee in the Reservation Contract was included in the Fee under this Contract. The Contracting Parties agree to this fact.
4. The Mandatory declares that the Mandator has paid this Fee, while this fact can be ascertained by the Mandatory in the Mandatory's online system.
5. The Mandatory acquires the right to the Fee already by procuring an opportunity to purchase tokens, which are the Subject of this Contract.

IV.

Mandator’s Rights and Obligations

1. In the extent inevitably necessary, the Mandator undertakes to provide the Mandatory with assistance in securing the documents and additional data, the need for which arises during the performance hereof.
2. The Mandator undertakes to observe confidentiality in relation to third parties about all and any facts that the Mandator learnt from the other Contracting Party during the performance hereof, even after the termination hereof.

V.

Mandatory's Rights and Obligations

1. The Mandatory is obliged to execute the instruction honestly and with due diligence subject to its abilities. In doing so, the Mandatory is obliged to use any means required by the nature of the matter to be procured, as well as one which coincides with the will of the Mandator.
2. The Mandatory is obliged to purchase tokens from a third party for the Mandator on its behalf.
3. The Mandatory may deviate from the Mandator's instructions only if it is necessary in the interest of the Mandator and if the Mandatory may not be able to obtain his/her consent in time.
4. The Mandatory is obliged to notify the Mandator without undue delay of all facts which it has discovered during the arranging of matters hereunder and which may affect the change of the Mandator's instructions.
5. The Mandatory is obliged to observe confidentiality in relation to third parties about all and any facts that the Mandatory learnt about the Mandator during the performance hereof, protect such information as confidential, and not to use it for its own benefit or provide it to third parties.
6. The Mandatory is entitled to collect not only the Mandator's funds but also the funds of the third parties on its account.
7. The tokens that the Mandatory purchases for the Mandator will have the Mandator available in the wallet which the Mandator has set up for the fulfilment of the purpose under this Contract. These tokens can be remitted to the Mandator's wallet by the Mandatory, but also by a third party from whom the Mandatory has undertaken to secure the purchase of tokens for the Mandator. The third party will disclose conditions of this remittance through the Mandatory in its online system maintained at <https://miner.glocin.com>.
8. The Mandatory undertakes to provide the Mandator with information on its own initiative or at the request of the Mandator, in particular the facts concerning the purchase of tokens or their payment.
9. In the event that it becomes impossible for the Mandatory to procure matters hereunder, in particular for the reason caused by a third person, the technical condition of the online system or that the tokens will not be developed, the Mandatory undertakes to notify the Mandator thereof without undue delay.

Part III

COMMON PROVISIONS for Parts I and II

I.

Termination of the Contract

1. This Contract may be terminated by both the Provider and the Customer, namely by:
 - a. the fulfilment of the Subject of the Contract, when the purchase of tokens is completed and their subsequent payment to the Mandator in the set up wallet is made. Once the Subject of the Contract is fulfilled, the possibility of further managing the whole matter will be eliminated in the online system, as it has already been completed.
 - b. by agreement of the Contracting Parties,
 - c. obligation under the instruction also ceases to exist upon the death of the Mandator or the dissolution of the Mandatory,

II.

Liability for Damage

1. The Provider is not responsible for a situation where tokens are not purchased, particularly if:
 - a. there is no actual development of these tokens,
 - b. the purchase of the tokens by the Provider was frustrated by a third party, external event or technical condition of the online system,

the Customer is aware of this fact and in such a case he/she claims no damages.

2. The Provider expressly declares that it is not responsible for changes in the exchange rate of cryptocurrencies and EUR, which may change throughout the term of the Contract, during their mutual exchange in different time intervals. The Customer agrees with it and makes no claims for settlement.

III.

Information Obligation

1. The Provider hereby informs the Customer who is a natural person that the personal data are processed by the Provider in order to fulfil its contractually assumed obligations arising from the Contract above, including, for example, the obligation to pay the agreed price and its statutory obligations such as keeping accounting books, filing tax returns, informing the customers etc.
2. The personal data provided by the Customer will be processed for the time necessary to fulfil the purpose of their processing, i.e. for the period stipulated by law or the time required to fulfil the contractual obligations of the Customer.
3. The Customer is obliged to provide his/her personal data for the purpose of performance of the Contract and accounting purposes. The Provider will pass the personal data of the Customer to a third party from which it will purchase tokens for the Customer. If the Customer wishes so, he/she may also request the access to the personal data available to the Provider and request their correction, deletion or raise an objection against their processing. He/she has also the right to ask the Provider for an explanation of how his/her data is further processed or file a complaint with the Office for Personal Data Protection if he/she has a suspicion that his/her personal data are being processed contrary to Regulation (EU) 2016/679 of the European Parliament and of the Council.
4. The provisions of this Article of the Contract do not apply to a Customer that is a legal person.

IV.

Final Provisions

1. The Contracting Parties declare that the persons signing this Contract are authorised to do so.
2. The Provider declares that it is entitled to ensure the fulfilment of its obligation and to fulfil all obligations arising from this Contract.
3. This Contract is governed by the laws of the Czech Republic. Rights and obligations not regulated by this Contract are governed by Act No. 89/2012 Coll., the Civil Code, as amended.

4. All and any disputes of the Contracting Parties related to this Contract (including disputes concerning its validity) will be decided by the courts of the Czech Republic.
5. The Contracting Parties have agreed that in the event of their disputes arising from of this Contract, such disputes will be decided by the District Court in Blansko in the first instance. In the event that the relevant regional court have jurisdiction in the first instance, the disputes arising from this Contract will be resolved by the Regional Court in Brno. This provision does not apply to the Customer who is a consumer.
6. Changes and amendments to this Contract may only be made in writing, the amendments shall be numbered and arranged chronologically.
7. This Contract is concluded in the electronic form through the Provider's online system. The text of the Contract may be downloaded from this online system and then archived and printed out as needed.
8. The Contract is concluded once the Customer in the Provider's online system actively marks the online button by which the confirmation of the reservation and subsequent performance according to the Mandate Contract occurs. This act of the Customer reflects his/her will to enter into this Contract.
9. The Contracting Parties declare that they have read the text of the Contract, which is an expression of their true and free will, made not in distress and under noticeably unfavourable conditions.
10. The Contracting Parties have read the Contract and agree to its content.
11. This Contract comes into force and takes effect on the date on which it is concluded by the Customer and the Provider.