

CanYa®

Token Disclosure Document

The world's best cryptocurrency-based
autonomous marketplace of services.





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PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU MAKE A DECISION TO APPLY TO PURCHASE TOKENS. AN APPLICATION TO PURCHASE, AND THE PURCHASE OF CRYPTOCURRENCY TOKENS, CARRIES GENERAL RISKS AND THE APPLICATION TO PURCHASE, AND THE PURCHASING OF THE TOKENS, CARRIES SPECIFIC RISKS WHICH YOU SHOULD CONSIDER BEFORE MAKING A DECISION TO APPLY TO PURCHASE TOKENS. YOU SHOULD SEEK YOUR OWN INDEPENDENT LEGAL, ACCOUNTING AND TAXATION ADVICE BEFORE MAKING A DECISION TO APPLY TO PURCHASE TOKENS.

The CanYaCoin Token Generation Event is being made in Australia and New Zealand. If the Token Generation Event cannot be lawfully made in the country in which you are resident, the Company does not make any offer or invitation for you to participate in the Token Generation Event and nothing contained in this Disclosure Document or in any statement made by any person to you for or on behalf of the Company may be taken as offering or inviting you to participate in the Token Generation Event in the country in which you are resident. Please note that a number of countries (Including the Excluded Countries) have banned the offering of cryptocurrency tokens for sale in the manner the Company is offering. If you are a resident of an Excluded Country or any other jurisdiction in which the sale of cryptocurrency tokens is regulated or banned you must not participate in our Token Generation Event.

The onus is on you to ascertain whether or not it is lawful for the Token Generation Event to be made to you or for you to apply for, hold or transfer the Tokens. You must obtain and rely upon your own independent legal advice as to whether or not the Token Generation Event is lawful in your country of residence. It is recommended you consult your own lawyer in that regard.

When you complete an Application Form to apply to purchase Tokens, you may be asked to provide personal information about you to the Company and/or to pass an identity verification check. The Company collects your personal information to process and administer your Application and to keep you updated on the progress of the project. If you do not complete the Application Form in full, the Company may not accept your Application.

By submitting an Application Form, you agree that the Company may use the information provided by you in or on the Application Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to the Company's related bodies corporate, agents, contractors and third party service providers, including mailing houses, professional advisers and regulatory authorities including AUSTRAC.



1. SUMMARY OF TOKEN GENERATION EVENT

This Disclosure Document relates to an invitation to you to contribute towards and submit an Application as part of the token generation event operated by CanYa Group Pty Ltd (**Company**) for the Issue of up to **34,000,000 Tokens** at **1 ETH per 1,000 Tokens** payable via an Accepted Payment Method, the terms of which are set out in the Token Sale Agreement (**Token Generation Event**).

1.1 KEY FACTS FOR TOKEN GENERATION EVENT

The following is a summary of the key terms and conditions of our Token Generation Event. You should consider the more detailed information in this Disclosure Document and read the whole of this document before submitting an Application.

Below are the indicative Opening Dates and Closing Dates for the Token Generation Event Periods during which you may submit an Application to purchase Tokens. The Board of the Company, at its own discretion, reserves the right to alter this timetable, change the allocation of Tokens in each round or alter the bonus applicable to a round.

Key Feature	Comment
Price	1 ETH per 1,000 Tokens (excluding any bonus)
Dolphin Stage Allocation	up to 14,000,000 Tokens (including Bonus Tokens)
Tier 1 Allocation	up to 4,000,000 Tokens (including Bonus Tokens)
Tier 2 Allocation	up to 16,000,000 Tokens
Private Sale	26,000,000 Tokens
Hard Cap	60,000,000 Tokens (including Bonus Tokens)
Reward Pool	20,000,000 Tokens
Founders and Advisors Allocation	20,000,000 Tokens
Total Supply of CanYa Coins	100,000,000 Tokens

Round	Date	Bonus
Dolphin Round TGE Opens	N/A	40% bonus Tokens offered
Dolphin Round TGE expected to Close	N/A	
Tier 1 Round Opens	26 November 2017	20% bonus Tokens offered
Tier 1 Round expected to Close	26 December 2017 (or until allocation is exhausted)	
Tier 2 Round Opens	Date Tier 1 allocation is exhausted	no bonus Tokens offered
Tier 2 Round expected to close	26 December 2017	



1.2 TERMS OF PARTICIPATION IN TOKEN GENERATION EVENT

The terms and conditions applicable to your participation are set out in the Token Sale Agreement, a copy of which is available at our Website. To the extent of any inconsistency between the contents of this document and the Token Sale Agreement, the terms and conditions of the Token Sale Agreement will prevail.

1.3 KEY DETAILS FOR COMPANY AND ADVISORS

Company

CanYa Services Pty Ltd
520 Bourke St, Melbourne Victoria 3000

Australian Lawyers

Piper Alderman
Level 23, Governor Macquarie Tower
1 Farrer Place
SYDNEY NSW 2000

Australian Accountant

Valles Accountants Pty Ltd
Level 1, 452 Flinders Street, Melbourne Victoria
3000

Technical Blockchain Advisor

Karen Hsu, BlockCypher

2. TOKEN GENERATION EVENT

This section is a summary only and is not intended to provide all relevant information for you to consider when you decide to submit an Application or to participate in the Token Generation Event at all. This Disclosure Document should be read and considered in its entirety before you make any decision to apply to purchase Tokens.

The Disclosure Document will be made generally available in electronic form during the Token Generation Event Period by being posted through the Company website at www.canya.io. Persons having received a copy of this Disclosure Document in its electronic form may obtain an additional paper copy of this Disclosure Document and the Application Form (free of charge) by contacting the Company at support@canya.io.

The Token Generation Event set out in this Disclosure Document in electronic form is only available to persons receiving an electronic version of this Disclosure Document and in a country where token sales are permitted.

No person named in this Disclosure Document, nor any other person, guarantees the issue of the Tokens, the performance of the Tokens, the repayment of any purchase price or the receipt of income or capital gain in connection with the Tokens.

Please read this document, in particular the risk factors in section 4, carefully before you make a decision to apply to purchase tokens. A purchase of cryptocurrency tokens has general risks, and an application to purchase, and purchasing Tokens has specific risks, which you should consider before making a decision to apply to purchase Tokens.

2.1 TERMS AND CONDITIONS OF TOKEN GENERATION EVENT

Applications made for the purchase of Tokens are subject to the terms and conditions set out in the Token Sale Agreement which is available on our Website. To the extent there is any inconsistency between this document, the Token Sale Agreement and information on our Website the following order of precedence applies to the extent of any inconsistency:

- (a) As to any dates, Issue Price, Bonus or Token Generation Event Period, the Website contents take precedence over both this document and the Token Sale Agreement; and
- (b) For all other matters, the terms of the Token Sale Agreement take precedence over this document.

2.2 TOKENS OFFERED DURING THE TOKEN GENERATION EVENT

The Token Generation Event provides you with the opportunity to apply for the issue of Tokens to you at the Issue Price. The details of the current allocation of Tokens to each round and the Issue Price are set out below but are subject to change and the Website will show, for each Round, any changes to the below:

Key Feature	Comment
Price	1 ETH per 1,000 Tokens (excluding any bonus)
Dolphin Stage Allocation	up to 14,000,000 Tokens (including Bonus Tokens)
Tier 1 Allocation	up to 4,000,000 Tokens (including Bonus Tokens)



Tier 2 Allocation	up to 16,000,000 Tokens
Private Sale	26,000,000 Tokens
Hard Cap	60,000,000 Tokens (including Bonus Tokens)
Reward Pool	20,000,000 Tokens
Founders and Advisors Allocation	20,000,000 Tokens
Total Supply of CanYa Coins	100,000,000 Tokens

2.3 OPENING AND CLOSING DATES

Applicants may submit an Application from the Opening Date until 5.00 pm Melbourne Time on the Closing Date in respect of each of the Dolphin Round, Tier 1 Round and Tier 2 Round subject to the right of the Company to close the Dolphin Round, Tier 1 Round and Tier 2 Round an earlier time and date or to extend the closing time and date of either the Dolphin Round, Tier 1 Round and Tier 2 Round without prior notice. Applicants are encouraged to submit their Applications as early as possible.

The current Opening and Closing Dates for each Round are as follows and are subject to change. Please check our Website for the any changes to the below:

Event	Date	Note
Dolphin Round TGE Opens	N/A	40% bonus Tokens offered
Dolphin Round TGE expected to Close	N/A	
Tier 1 Opens	26 November 2017	20% bonus Tokens offered
Tier 1 expected to Close	26 December 2017 (or until allocation is exhausted)	
Tier 2 Opens	Date Tier 1 allocation is exhausted	no bonus Tokens offered
Tier 2 expected to close	26 December 2017	

2.4 CHANGES TO ALLOCATIONS AND LOCK-UP

During the Dolphin, Tier 1 or Tier 2 Rounds, if the number of Tokens allocated to a Round is reached, the Company may end that Round without notice. In the event any Tokens allocated to a Round are not the subject of Applications in that Round, those Tokens may be allocated to a subsequent Round, or in the case of any remaining Tokens following the Tier 2 Round, such Tokens will be held by the Company and will not be subject to the Lock-Up Period.

During the Lock-Up Period, the Founders, Advisors and Company will be contractually restrained from offering any of their tokens received from the Founders and Advisors Token Allocation or the Company Allocation for sale.

2.5 MAKING AN APPLICATION CONTRIBUTION

When you make an Application you will be required to pay the Application Contribution by an Accepted Payment Method.



You should check a reputable cryptocurrency exchange to be informed of the current price of the Accepted Payment Method prior to applying to purchase the Tokens. Your allocation of Tokens will be calculated by multiplying your Application Contribution by the Issue Price.

As our Accepted Payment Method includes different cryptocurrencies, you should note that volatility and price changes in the cryptocurrency markets means you may receive more Tokens if you use one of the cryptocurrencies listed in the Accepted Payment Method over another.

To obtain the Accepted Payment Method you may need to pay fees to third parties to convert fiat currency (or another cryptocurrency) to the Accepted Payment Method. Such fees will be your responsibility to pay.

2.6 BONUS TOKENS

At the time of issue, the Company intends to issue Bonus Tokens for Applications received during the Dolphin Round or Tier 1 Round as follows:

Round	Bonus
Dolphin Round	40% Bonus
Tier 1 Round	20% Bonus
Tier 2 Round	No Bonus

Bonus tokens will be issued based on the number of tokens you apply to purchase, subject to the terms and conditions of the Token Sale Agreement.

For example, if you submit an Application to purchase 10,000 Tokens and your Application is accepted you will (subject to the terms of the Token Sale Agreement) be entitled to receive:

- (a) 14,000 Tokens if you purchased during the Dolphin Round;
- (b) 12,000 Tokens if you purchased during the Tier 1 Round; or
- (c) 10,000 Tokens if you purchased during the Tier 2 Round.

2.7 HOW TO APPLY FOR TOKENS

(a) DOLPHIN ROUND, TIER 1 ROUND AND TIER 2 ROUND TOKEN GENERATION EVENTS

To participate in the Tier 1 and Tier 2 Token Generation Event, the Application Form set out on our Website must be completed and you must provide such information as may be required under the terms of the Token Sale Agreement, including passing an identification check if required and making payment of your Application Contribution to the nominated wallet.

Important: You should not transfer cryptocurrencies to the wallet we nominate from a wallet located on a cryptocurrency exchange as this may result in your Tokens being issued to the exchange and not to you. In that event you may never receive your Tokens.

(b) GENERAL INFORMATION



Applications for the purchase of Tokens during the Token Generation Event will only be accepted via our Website during the Token Generation Event Period for each of the Dolphin Round, Tier 1 and Tier 2 Rounds. Payment is only accepted in an Accepted Payment Method, that is Ether. Payment in any fiat currency is not accepted.

Detailed instructions on how to complete the Application Form is available on our Website. You are not required to sign the Application Form.

The Company reserves the right to reject any Application (including where an Application has not been correctly completed) or allocate any person fewer Tokens than that person applied for, or vary the dates and times of the Token Generation Event without prior notice and independently of other parts of the Token Generation Event. Where Applications are rejected or fewer Tokens are allotted than applied for, the surplus Application Contribution will be refunded in the cryptocurrency in which the Application Contribution was originally made.

No interest will be paid on any Application Contribution refunded.

2.8 TAXATION AND LEGAL ADVICE

You should seek and rely on your own independent taxation, accounting and legal advice regarding the application to purchase, and the purchase of, the Tokens offered by the Company.

Please note that the Tokens are not offered or structured as securities, derivatives or any other form of financial or investment product. As such, none of the information in this document is intended to form the basis for any investment decision you make, and no recommendations are intended to be made, or are made, in this document.

Tokens carry no rights, whether express or implied, and do not represent or grant any ownership right, share or security (or equivalent or analogous right) in the Company, the Company's related entities or subsidiaries, or any future right to any interest or dividend from or in the Company or the Company's related entities or subsidiaries, or any future right to any interest in any intellectual property forming part of the CanYa Blockchain or the assets of the Company. The only right the Tokens bring is the right to participate in the CanYa Blockchain (if and when that is developed and deployed) while a Token Holder holds the Tokens.

The Company expressly disclaims all responsibility for any direct, indirect or consequential loss, damages, costs or expenses of any kind howsoever arising in connection with any reliance on the information set out in the TGE Documents, any error or omission in any information in the TGE Documents or any action you or any other person might take (or refrain from taking) resulting from such information.

No action has been taken to register or qualify the Tokens, or the Token Generation Event, with any government or regulatory agency in Australia, New Zealand, or any other jurisdiction.



3. APPLICATION OF FUNDS

The Whitepaper sets out the intended business model of the Company in promoting the adoption of CanYa and the funds raised from the Token Generation Event will be applied as set out in this section.

3.1 APPLICATION OF MONIES RAISED

The funds raised by the Token Generation Event are intended to be applied in the manner set out in the following table (all amounts are in Australian Dollars)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Central Services						
Headcount	3	3	4	4	5	
Rent, software, legal	\$ 50,000	\$ 213,000	\$240,000	\$260,000	\$ 280,000	
Expense	\$ 338,000	\$ 501,000	\$ 624,000	\$ 644,000	\$ 760,000	
Product Development						
Headcount	6	7	8	8	8	
Expense	\$ 720,000	\$ 840,000	\$ 880,000	\$ 760,000	\$ 720,000	
Global Expansion						
Headcount	3	4	4	4	4	
Marketing	\$ 100,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	
Events/Contractors	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
Expense	\$ 625,000	\$ 800,000	\$ 900,000	\$ 900,000	\$ 900,000	
Governance	\$ 120,000	\$ 156,000	\$ 202,800	\$ 263,640	\$342,732	
Total Headcount	12	14	16	16	17	
Total Expenses	\$ 2,253,000	\$ 3,010,000	\$ 3,446,800	\$ 3,427,640	\$ 3,602,732	\$15,740,172

3.2 VARIANCES TO SPENDING

The use of the funds allocated to meet ongoing working capital requirements will depend on the results achieved during the Token Generation Event and in respect of future opportunities that may arise. The Board of the Company considers that, on completion of the Token Generation Event, the Company should have adequate working capital to meet its current objectives and requirements as set out in the TGE Documents.



However, you should be aware that the Company may spend its cash reserves on its activities more quickly than currently anticipated due to decisions which may be made and due to factors which may be partly or wholly outside of the control of the Company. If that is the case, the Company may need to raise additional funds, whether by way of borrowing, equity, or the sale of Tokens held by the Company, to meet its continuing funding requirements.



4. KEY RISKS

You should be aware that applying to purchase, and the purchase of, cryptocurrency tokens is subject to risks. The risks comprise general risks inherent to the purchase of cryptocurrency tokens generally as well as specific risks related to the Tokens and the Company's plans to seek adoption of the Tokens.

You should not purchase Tokens unless you believe you are an expert in dealing with cryptographic tokens and blockchain based software. You should be familiar with the details of cryptographic digital tokens including Bitcoin and Ether and with Blockchain software based systems.

You should have technical knowledge of how to create and operate a software wallet and cold storage hardware wallet. The Company is not offering to provide technical support to Token Holders and in any event cannot retrieve lost private keys. The Company will not accept responsibility for any lost or stolen Ether or Tokens where that loss arises in connection with your own act or omission.

You should consider both the general and specific risks identified below and to the extent you believe necessary consult your lawyer, accountant and taxation advisor. If any of the below risks are unacceptable to you, then you should not apply to purchase Tokens.

If, having read, understood and accepted the below risks, you wish to proceed with an Application, you will be expressly agreeing and assuming all risk in the Tokens and will be agreeing not to hold the Company, or any related party, liable for any loss, damages, costs or expenses, whether direct or indirect, consequential or special, arising in connection with the sale of Tokens.

The risks set out below are not exhaustive and are not in any particular order of likelihood or importance.

4.1 GENERAL RISKS IN CRYPTOCURRENCY TOKENS

Some of the key risks associated with purchases of cryptocurrencies generally are summarised in the following table but do not identify all of the risks associated with your purchase of cryptocurrency tokens.

Key General Cryptocurrency Risks

(a) **Risk of losing access to your tokens due to a loss of your private key**

When you create a software wallet or vault to store cryptographic tokens, you create a private key for that wallet (or multiple private keys). The private keys are required and essential for you to hold and transfer or dispose of your tokens. If you lose access to your private key(s) then your software wallet or vault and any tokens stored within that wallet or vault will be lost.

If a third party gains access to your private key(s) that third party can transfer your tokens to themselves or another person and you will **not** be able to recover those tokens.

You should treat your private key as if it were the tokens themselves, ensure that you create a private key using best practice security processes and maintain the security of your computer systems to the highest standards.

(b) **Risks of mining attacks on a blockchain**

All decentralised cryptographic tokens based on Ethereum are at risk of attacks by miners in a network, which can include "51% attacks", double spending attacks, selfish mining behaviour and other attempts by miners to "game" the blockchain

(c) **Risks of bugs and hacking in open source software**

Much of the code currently in use in blockchain is open source and hence at greater risk of exploit by bad actors examining and seeking to find exploits within that code.



Updates to open source code can provide further unexpected exploits despite the best efforts of developers.

(d) **Hacking and security weaknesses**

Hackers and other bad actors have caused the loss of significant sums of money in some high profile blockchain projects in 2016 and 2017. There remains the risk of malware attacks, denial of service attacks, spoofing attacks and other exploits being used against legitimate users of blockchain software and cryptographic tokens.

(e) **Government Regulation**

Currently very little regulation applies to the cryptocurrency and cryptographic token space and this is likely to change in the near future. It is unknown what form this regulation will take and at present the regulatory approaches to cryptocurrency vary greatly between jurisdictions. Some jurisdictions including the Excluded Countries have banned Token Generation Events entirely.

4.2 SPECIFIC RISKS

Some of the key risks associated with applications to purchase, and holding the Tokens are summarised in the following table.

Key General Cryptocurrency Risks

(a) **The development and deployment of the CanYa Blockchain may not occur as planned**

The development of public blockchain software is a very new field and there is a risk that the development and deployment of the CanYa Blockchain could be delayed or not eventuate. While the Company intends to develop the CanYa Blockchain, changes may need to be made to the plans and timeline for the development and deployment of that product. This could create a risk that the platform as envisaged and Tokens to be issued are delayed, despite the Company's best efforts to deliver the platform. Further, while the Company also intends to adopt industry standard software development for the CanYa Blockchain, there is a risk that the platform could suffer from malfunctions or unexpected performance issues in the future.

If there are delays to the development or deployment of the CanYa Blockchain this could impact the adoption of the Token. You should understand that while the Company will make reasonable efforts to complete the CanYa Blockchain, there may be circumstances beyond the Company's control which result in delays, a more limited release, or in the worst case, a functioning CanYa Blockchain may not be created at all.

These risks could directly impact the potential for adoption and use of the Token.

(b) **Risk of losing access to your tokens due to a loss of your private key**

As noted above, a key general risk is that you lose your private key(s) which control your Tokens. The Company accepts no responsibility and will be unable to assist any Token Holder to recover lost Tokens if the private key(s) for the wallet or vault holding the Tokens is lost and the Tokens are transferred to a third party.



(c) **Mining attacks**

All decentralised cryptographic tokens based on Ethereum are at risk of attacks by miners in a network these attacks including, a “51% attack” where a bad actor can gain control over the majority of a network and verify false transactions, or launch double-spend attacks which involve a party attempting to transfer the same Tokens to different parties.

All public blockchains are presently at risk of mining attacks and such could cause impairment to the blockchain and reduce the reliability of and adoption of the Tokens.

(d) **Hacking and cyber threats**

Hackers may attempt to steal cryptocurrencies used as part of Applications during our Token Generation Event or after the Token Generation Event has ended. While the Company implements security precautions to seek to mitigate that risk and keep any cryptocurrency paid during an Application secure, there remains a risk that a hacker or other bad actor could gain access to the Company’s cryptocurrency reserves and attempt to steal same.

In the event that occurs, the Company will have less funds to develop, implement and promote the CanYa Blockchain.

Evolving technology in hacking of computer systems, including cryptographically protected systems and quantum computing could present a further risk to the security of the CanYa Blockchain.

(e) **Future markets for the Tokens**

The Tokens are intended to be used within the CanYa Blockchain for transactions. The Company cannot control the actions of those who may offer to accept or purchase Tokens from you (which may include third party exchanges if those exchanges choose to facilitate trading of the Tokens). Current regulatory oversight of cryptocurrency exchanges is weak and places such exchanges at a higher risk of fraud or market manipulation. There is a risk of extreme volatility in any future marketplace for the Tokens which could include the value of the Tokens diminishing to zero. If you choose to use the Tokens on any exchange (including the exchange the Company plans to develop) you will do so at your own risk.

Any change in the value of the Tokens may depend on a range of factors that affect the market price of Tokens (if they are included on any exchange). These include local, regional and global economic conditions and sentiment towards cryptocurrency token markets in general. The Tokens issued by the Company carry **no guarantee, representation or promise of any return or profitability**, do not include the payment of any dividends and provide no mechanism or promise for the return of the Application Contribution or any guarantee as to what price (if any) the Tokens may trade at in the future.

(f) **Exchanges**

While the Company will seek to have the Tokens listed on exchanges, these exchanges are unregulated and susceptible to market manipulation. If an exchange comprises a significant proportion of the volume of Tokens being traded and that exchange is alleged to be involved in or becomes involved in fraud or a security failure, such circumstances may have a serious impact on the future adoption and value of the Tokens.



(g) **Government Regulation and Taxation**

The regulatory and legal status of the Tokens could change in the future. It is uncertain how government agencies will decide, if at all, to regulate cryptographic based tokens, including the Tokens. Regulatory changes could significantly impact the adoption of the Token or the development and deployment of the CanYa Blockchain, including causing the Company to cease operations in jurisdictions where the operations of the Company becomes illegal or uncommercial as a result of regulatory change.

The taxation status of the Tokens could change, and the taxation of tokens in many jurisdictions is unclear. You must seek your own independent taxation advice in connection with the purchase and holding of Tokens and ensure that you comply with all applicable taxation laws.

(h) **Competition**

It is possible that competitors to the Company could develop and deploy a system in competition to the system intended to be developed by the Company which could cause a lower adoption of the Token than planned or anticipated or in the worst case that the market for the Token is supplanted by that competitor.

The above risks could all manifest in reduced adoption and future liquidity for the Tokens, despite the best efforts of the Company to continue the Roadmap planned and described in the Whitepaper.



5. COMPANY DISCLOSURE

5.1 Expenses of the Token Generation Event

Other than as stated in the TGE Documents, all expenses connected with the Token Generation Event are being paid from funds advanced by Sialia Capital Pty Ltd.

5.2 The Company

CanYa Services Pty Ltd is a privately owned company in which all the shares are held beneficially by Sialia Capital Pty Ltd.

CanYa Services Pty Ltd is registered in Australia and is compliant with all of the relevant obligations and requirements arising from the Corporations Act 2001(Cth). CanYa Services Pty Ltd was founded in 2017 and as such has no public financial information available. It is supported by its shareholder, Sialia Capital Pty Ltd, including for funding.

Sialia Capital Pty Ltd is a private company of which the controlling shareholder is JP Thor Ventures Pty Ltd, a company owned by John-Paul Thorbjornsen, CEO and one of the founders of CanYa.

The shareholder register for CanYa Services Pty Ltd and Sialia Capital Pty Ltd is available for viewing at the Australian Securities and Investment Commission's website for payment of a fee.

The sole director of CanYa Services Pty Ltd is John-Paul Thorbjornsen, and the directors of Sialia Capital Pty Ltd are John-Paul Thorbjornsen and Christopher McLoughlin.

Profiles of the CanYa team and Advisory Board of the Company are available in section 10 of the Whitepaper.

5.3 Founders and Advisors Token Allocation

Please note that the director, senior management and advisory board members may be entitled to a share of the Founders and Advisors Token Allocation following the end of the Lock-Up Period.

5.4 Key Assets

The Company owns all intellectual property rights to the extent possible (that is, excluding software the subject of open source licences) in the technology under development known as the CanYa Blockchain, and CanYa marketplace.

There is a registered trademark for "CanYa" owned by Sialia Capital Pty Ltd and the use of that trademark is licensed to CanYa Services.

5.5 Material Litigation

None of Dropbear Company Pty Ltd, CanYa Services Pty Ltd or Sialia Capital Pty Ltd are a party to any litigation as at the date of the TGE Documents and none of the companies are aware of any threatened litigation.

5.6 Important contracts

(a) CanYa Services Pty Ltd is contracted by Sialia Capital Pty Ltd to provide operational & development support to the CanYa Platform on a time & materials basis at prevailing commercial rates.

(b) **Executive Services Agreement**



The Company has entered into an Executive Services Agreement with [insert senior managers who have signed agreements] The material terms of this agreement are as follows:

- (1) The Salary of the Senior Managers, being currently \$130,000 per annum and subject to change;
- (2) Term of the contract, being of a three year duration with annual reviews;
- (3) Termination rights consistent with prevailing employment practice.

(c) **Current Directors' indemnity agreements**

The Company intends to enter into an Indemnity and Access Agreement with each current Director. The terms of the agreement will provide for the Company:

- (1) to indemnify the Director against all liabilities incurred as an officer of the Company or any other the Company group company;
- (2) to ensure that the Company use its best commercial endeavours to maintain Directors and Officers insurance for the benefit of the Director in relation to acts and omissions of the Officer in his capacity as an officer of the Company; and
- (3) to give access to a Director to documents (excluding a document created after the Director ceased to be an officer of the Company) for the purposes of any claims where the Director is a party, witness or otherwise and the Director is involved because they are or were an officer of the Company or any other the Company group company.



6. GENERAL MATTERS

6.1 Electronic Disclosure Document

This Disclosure Document may be accessed through the Company website at www.canya.io.

During the Token Generation Event period, any person may obtain a hard copy of this Disclosure Document on request and without charge by contacting the Company at support@canya.io.

6.2 Documents available for inspection

The following documents are available for inspection at the offices of the Company during business hours:

- (a) Constitution of the Company; and
- (b) material contracts referred to in section 5.4 above.

6.3 Special Note Regarding Forward-Looking Statements

This Disclosure Document contains forward-looking statements and information relating to the Company that are based on the beliefs of our senior management as well as assumptions made by, and information currently available to, the Company. You can identify these statements by the fact that they do not relate to matters of a strictly factual or historical nature and generally discuss or relate to forecasts, estimates or other expectations regarding future events.

Generally, words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "may," "can," "could," "might," "will" and similar expressions, as they relate to the Company, are intended to identify forward-looking statements. These statements reflect our current views and beliefs with respect to future events at the time that the statements are made, are not historical facts or guarantees of future performance and are subject to significant risks, uncertainties and other factors that are difficult to predict and many of which are outside of our control. Further, certain forward-looking statements are based upon assumptions as to future events that may not prove to be accurate and, accordingly, should not have undue reliance placed upon them.

Any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation, and disclaim any duty, to publicly update or revise any forward-looking statements to reflect events or circumstances after the date on which it is made or to reflect new information, changes in our expectations or the occurrence of anticipated or unanticipated events or circumstances.

6.4 Representations

No person is authorised to give any information or to make any representation in connection with the Token Generation Event other than as is contained in the TGE Documents. Any information or representation not contained in the TGE Documents should not be relied on as having been made or authorised by the Company or its Directors in connection with the Token Generation Event.

6.5 Enquiries

Questions relating to the TGE Documents should be directed to the Company. Additional copies of the Disclosure Document or advice on how to complete the Application Forms can be obtained from the Company by e-mail to support@canya.io.

6.6 International Purchasers

This Disclosure Document does not constitute an offer or invitation to participate in the Token Generation Event in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation. The distribution of the TGE Documents in jurisdictions outside Australia and New Zealand may



be restricted by law. Persons who come into possession of this Disclosure Document should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws. Lodgement of a duly completed Application Form will be taken by the Company as to constitute a representation by you that there has been no breach of such laws and you have satisfied yourself that you are permitted to participate in the Token Generation Event.

6.7 **Privacy and Personal Information**

When you complete an Application Form to apply to purchase Tokens, you may be asked to provide personal information about you to the Company and/or to pass an identity verification check. The Company collects your personal information to process and administer your Application and to keep you updated on the progress of the project. If you do not complete the Application Form in full, the Company may not accept your Application.

By submitting an Application Form, you agree that the Company may use the information provided by you in or on the Application Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to the Company's related bodies corporate, agents, contractors and third party service providers, including mailing houses and professional advisers and regulatory authorities including AUSTRAC.

If you become a Token Holder, the Company may retain your personal information (including your name, address and details of the number of Tokens you purchased) in its Token Register. The information contained in the Company's Token Register may remain there even if you cease to be a Token Holder (by, for example, selling your Tokens once issued). Information contained in the Company's Token Register is used to communicate updates on the project's progress and for compliance by the Company with legal and regulatory requirements.

If you do not provide the information required on the Application Form, the Company may not be able to accept or process that Application efficiently, or at all.

You have a right to gain access to the information that the Company holds about you subject to certain exemptions under law. A fee may be charged for such access. You can obtain access to personal information that the Company holds about you. To make a request for access or to obtain further information about the Company's personal information management practices, please contact the Company at support@canya.io.



7. DEFINITIONS & GLOSSARY

Terms and abbreviations used in this Disclosure Document have the following meaning:

Accepted Method	Payment	means Bitcoin, Bitcoin Cash, Ether, Dash or Litecoin cryptocurrency tokens.
Allocation		means the number of Tokens allocated to each Round
Applicant		a person who submits an Application
Application		an application requesting the purchase of Tokens under this Disclosure Document
Application Contribution		the total amount contributed by you as part of your Application for the purchase of Tokens.
Application Form		an application form for the purchase of Tokens which may require that you provide your name, email, contact phone number and identification documents (or alternatively pass an identification check).
Bitcoin and BTC		means that cryptocurrency set out more fully in the whitepaper titled “Bitcoin: A Peer-to-Peer Electronic Cash System” S. Nakamoto https://bitcoin.org/bitcoin.pdf
Board		Board of Directors of the Company for the time being
CanYa Blockchain		means the blockchain and other software, including custom variations to open source software, planned by the Company and set to comprise a public blockchain known as the “CanYa Blockchain” or “CanYa”.
Closing Date		the date by which valid Applications to purchase Tokens must be received by the Company as set out in this Disclosure Document.
Company		CanYa Services Pty Ltd, ACN 618 896 941 and where the context so permits, includes and where the context requires includes any related body corporate including subsidiaries.
Corporations Act		the Corporations Act 2001 (Cth) – an Act to make provision in relation to corporations and financial products and services, and for other purposes
Director		a director of the Company
Disclosure Document		this Disclosure Document dated 7 December 2017 as modified or varied by any replacement or supplementary Disclosure Document made by the Company from time to time the most recent version of which will be uploaded to the Website.
Dolphin Round		that period when Applications are offered for sale under the title “Dolphin Round” and during which a bonus is planned to be offered as set out in this document.
Ether and ETH		is a cryptocurrency token used to interact with the Ethereum Blockchain
Ethereum Blockchain		The public blockchain known as “Ethereum” as more full described here http://www.ethdocs.org/ and https://www.ethereum.org/
Excluded Countries		People’s Republic of China, Republic of Korea (South Korea) and Vietnam
Group		means the Company and its related body corporates
Issue		the issue of Tokens in accordance with this Disclosure Document
Issue Price		0.001 ETH
Lock-Up Period		means 12 months from the Opening Date.
Opening Date		the date from which valid Applications must be received by the



	Company as set out in this Disclosure Document
Round	means the period of time during which Applications may be submitted as divided between the Dolphin Round, Tier 1 Round and Tier 2 Round.
Securities	has the same meaning as in section 92 of the <i>Corporations Act</i>
Melbourne time	Australian Eastern Daylight Time or Australian Eastern Standard Time in effect at the relevant time
Tier 1 Round	that period when Applications are offered for sale under the title “Tier 1 Round” and during which a bonus is planned to be offered as set out in this document
Tier 2 Round	that period when Applications are offered for sale under the title “Tier 2 Round” or “Public Round” and during which no bonus is planned to be offered.
TGE Documents	means the Disclosure Document, the Whitepaper and the Token Sale Agreement
Token	means the CanYa™ Token described in the Whitepaper and Token Sale Agreement
Token Generation Event or TGE	the Token Generation Event as set out in this document, the Whitepaper and the Token Sale Agreement for the issue of Tokens.
Token Generation Event Period	the period for each of the Dolphin Round, Tier 1 Round and Tier 2 Round from the Opening Date until either the Allocation for each Round is exhausted or when the Company determines to end the offering of Tokens for purchase.
Token Holders	the persons holding Tokens of the Company immediately after the Issue of the Tokens
Token Register	means a register of those who submitted an Application during the Token Generation Event Period
Token Sale Agreement	means the document bearing that name and made available on the Website
Tokens	cryptocurrency based digital Tokens known as CanYa.
Website	means the website located at http://www.canya.io/
