

CIX 100 TOKEN PRE SALE AND SERVICE AGREEMENT

THESE TERMS OF USE (THESE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN CRYPTOINDEX CIX100 TOKEN PRE SALE AND SERVICE AGREEMENT, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE CRYPTOCRYPTOINDEX CIX100 PLATFORM NOR TOKENS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

THIS CIX100 TOKEN PRE SALE AGREEMENT IS NOT AN OFFER OF SECURITIES OR A COLLECTIVE INVESTMENT SCHEME, NOR DOES IT REQUIRE REGISTRATION WITH OR APPROVAL FROM ANY GOVERNMENT AUTHORITY.

1. Subject

1.1. In accordance with present Agreement Your purchase of **pre-deployed CIX100Tokens** (“” or “Tokens”) from **Cryptoindex.io** to use CIX100 tokens and as consequence, use informational products and the algorithms of the Cryptoindex CIX100 platform ecosystem and security network (hereinafter “Network”)” “we,” “us,” “our,” or the “**Operator**”) which is subject to this Agreement and Terms of Token Pre Sale (“Agreement”). Each of you and the Company are a “Party,” and together are the “Parties.”

1.2. This Agreement takes effect once you deliver funds in interchange for CIX100 (ERC20 model token) Tokens (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts and carefully read the article 7 (seven). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1.3. The CryptoIndex100 may, in its sole discretion, amend the CIX100Token Pre Sale and service Agreement at any time by posting a revised version on the site at <https://www.cryptoindex.io>

1.4. Any revisions to the CIX100Token Pre Sale and Service Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”). If the change includes an increase of the fees charged by the **Operator**, such change would take effect after five (5) days after it was posted.

1.5. You will adhere to all rules and regulations applicable to your purchase of CIX100Tokens , including the Policies as defined in this Agreement. If you did not understand any of the concepts identified in the risk disclosure in Section 9 or Exhibit A, you have contacted us via email at support@[cryptoindex.io](mailto:support@cryptoindex.io) or via telephone and we have explained them to your satisfaction.

1.6. Pre-existing Tokens will be ERC-20 standard Ethereum token, token will contain the right to obtain the CIX100tokens, and test the Cryptoindex CIX100 network in test mode.

1.7. Tokens. Tokens will be Ethereum Protocol token based on Cryptoindex CIX100 Networks as described in _____ . CIX100Token provides the right to use the Cryptoindex CIX100 Network and its software application programming interface (“API”) and will be converted into the pre subscription agreements, in accordance with terms provided in CryptoIndex CIX100’s White Paper. Operator will not support or otherwise facilitate any secondary trading or external valuation of Tokens.

CryptoIndex CIX100 Informational Platform - represent itself an internet platform with an information about the cryptocurrency market based on constantly updated algorithms. Within the framework of the platform will be launched several cryptocurrency indices based on the developed algorithms for creating ideal cryptocurrency portfolios that were developed and improved by the team of mathematicians for the last 13 years, beginning with the invention of trading robots for the Forex market.

The basis of Cryptoindex platform - is an analytical tool «Zorax» that accumulates market data affecting the value of cryptocurrency from different sources, analyses the data using a neural network and runs the revaluation indices platform, avoiding critical situations portfolio devaluations and minimizing market risks 24/7. The result of the neural network is then used at the formation of the strategy, which optimizes market interventions carried out in order to rebalance the portfolio and to minimize the risks and accounting fees. The ultimate goal of the work of algorithms and all components of the system is in the formation of the optimal composition of the cryptocurrency portfolios.

2. OFFERING

- 2.1. Service.** We agree to publish the Distribution Smart Contract that will allow you to purchase from us, on the terms set forth herein, the pre deployed CIX100Tokens and upon Users decision CIX100 may convert into the Cryptoindex CIX100 Network Applications upon Cryptoindex CIX100 Launch.
- 2.2.** Upon publication of the Distribution Smart Contract address, you may purchase pre-existing TOKENS by sending: ether (“ETH”), bitcoin (“BTC”), litecoin (“LTC”), recognized as your **“Support/Contribution”** to the Distribution Smart Contract. Pre-existing Tokens will be purchased at a rate of 1 CIX100Token per ____ United States Dollars (“USD”) or the equivalent amount of ETH, BTC, LTC, converted from the nearest cent in USD based on the volume-weighted average daily price of ETH, BTC, LTC as applicable, on <http://cryptocompare.com/> in the 12-hour period preceding the time of purchase (the “Conversion Rate”).
- 2.3. Token Distribution.** On the date of Tokens Distribution, the Company will create and deploy Smart contract system, which creates and maintains a ledger that maps Ethereum addresses to Token balances and provides opportunity to convert tokens on unique CIX100token (which developed on the CryptoIndex CIX100 Network smart contract system .
- 2.4. Delivery Date.** The Distribution Smart Contract will make CIX100Tokens available to you on or prior to August 15, 2018, subject to the verification procedures set forth in Operator’s KYC and AML policy.
- 2.5. Delivery Method.** If you purchased CIX100tokens with ETH, the Distribution Smart Contract will make available the appropriate amount of CIX100Tokens on the Ethereum address from which your ETH was sent. If you purchased CIX100Tokens with BTC, LTC, or ETH , the appropriate amount of CIX100Tokens will be sent to the Ethereum address provided during the purchase process.
- 2.6. Third Party.** If you purchase CIX100Tokens using a third party, that third party is your agent, not ours, for the purpose of the payment of your Contribution for Tokens. You, not we, are responsible for ensuring that we receive the appropriate amount of your Contribution. We are not responsible for any loss of funds due in any part to the use of a third party to send or receive your Contribution for Tokens.

3. Platform and Tokens Terms of Service.

- 3.1.** We additionally represent and warrant that:

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- (a) We are raising cryptocurrency for a cause or activity that is legal under all applicable federal, state and local laws and regulations;
- (b) We will use all raised funds solely for the purpose you have stated on the Site, and under no circumstances may you use the funds for any other purpose;
- (c) We will comply with any applicable obligation of registration or licensing requirements if you offer digital tokens, which may therefore be considered an offer of shares or units in a collective investment scheme; and

3.2. License Grant

- 3.2.1.** We hereby grant you a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Service and the Content subject to your eligibility and your continued compliance with this Agreement. We are not responsible to ensure, and disclaim any responsibility for, your ability to open, use or view the Content we provide. As between you and us, we retain all right, title and interest in and to the Content (other than your own User Content), and all related intellectual property rights. We reserve all rights not granted in this Agreement.
- 3.2.2.** Cryptoindex CIX100 detailed subscription terms is to be published additionally in one month before the Network launch.
- 3.2.3. Unsolicited Idea Submissions** We are always happy to hear from our Users and are grateful for your comments and suggestions how to improve our Services. The following policy applies to all third party submissions of ideas, comments, suggestions, improvements, proposals or materials:
 - (a) all submissions are non-confidential and non-proprietary;
 - (b) we will not be liable for any use or disclosure of any submission; and
 - (c) we can use the submission for any purpose whatsoever, commercial or otherwise, without compensation to the submitting person.

4. Trademark License and Use

- 4.1.** The User acknowledges and agrees that the Cryptoindex CIX100 Trademark are owned solely by the Operator Subsidiary **CryptoCryptoindex CIX100** _____, the producer of CIX100tokens and main developer of the Network. The User acknowledges that all the Operator and his subsidiaries Trademarks are owned solely by the User, and agrees to use the User's Trademarks only in the form and manner prescribed by the User.
- 4.2.** Trademark Restrictions the User shall not remove, modify, adapt, or prepare derivative works of any Operator's Trademarks, Operator copyright notices, or other Operator's proprietary rights notices.

5. ACCEPTANCE, REPRESENTATIONS AND WARRANTIES

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- 5.1.** By transferring Ether to the smart contract system to purchase Tokens from us, you represent and warrant the following.
- 5.2.** You have read and understand this Agreement (including all Exhibits).
- 5.3.** You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Tokens.
- 5.4.** You have carefully reviewed the code of the smart contract system located on the Ethereum blockchain and fully understand and accept the functions implemented therein.
- 5.5.** You have obtained sufficient information about Tokens to make an informed decision to purchase Tokens.
- 5.6.** You understand the restrictions and risks associated with the creation of Tokens by the smart contract system as set forth herein, and acknowledge and assume all such risks.
- 5.7.** You understand that Tokens confer only the right to access and use the Platform and the right to use appropriate Opportunities and confer no other rights of any form with respect to the Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- 5.8.** You are purchasing Tokens solely for the purpose of accessing and the use of the Platform, and supporting the development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the Company and the Platform. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes.
- 5.9.** Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing CIX100Tokens and pre-existing Tokens, using CryptoIndex CIX100 Network, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.
- 5.10.** You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.
- 5.11.** If you are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.

5.12. You are not:

- a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes, or
- an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties lists.

6. YOUR RESPONSIBILITIES

- 6.1. Security and Backup.** You are responsible for properly configuring any software in connection with your access to or use of CIX100Tokens .
- 6.2. End User Violations.** You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement. You are responsible for End Users' purchase and use of CIX100Tokens. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement.
- 6.3. End User Support.** You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.
- 6.4. Taxes.** You are responsible for complying with all applicable law regarding the payment of taxes related to the purchase of CIX100Tokens . The Company is not responsible for your compliance with tax law.

7. TERM AND TERMINATION

- 7.1. Term.** The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement.
- 7.2. Termination.** This Agreement will terminate automatically upon the delivery of CIX100Tokens to you, subject to restrictions in Section 5.3. We may terminate this Agreement in our sole discretion if you breach any term or Policy.
- 7.3. Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you are not entitled to a refund of any amount paid; (c) you will immediately return or, if instructed by us, destroy all Content in your possession; and (d) this Section 5.3 as well as Sections 3, 4, 6, 7, 8, and 9 will continue to apply in accordance with their terms. We will not be liable for any special, incidental or consequential damages you sustain, including, without limitation, any special, incidental or consequential damages due to any loss of credentials, login information or private keys for any website or software or your inability to access any website or account.

8. INDEMNIFICATION

8.1. General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning this Agreement or your use of pre existing tokens and CIX100 application Tokens, whether or not the CIX100 Tokens was sold to you under this Agreement. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at reasonable hourly rates.

8.2. Process. We will promptly notify you of any claim subject to Section 6.1, but our failure to promptly notify you will only affect your obligations under Section 6.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

9. RISKS AND DISCLAIMERS

9.1. Risks. YOU UNDERSTAND THAT BLOCKCHAIN TECHNOLOGY, ETHEREUM, BITCOIN, LITECOIN AND QTUM ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF COMPANY'S CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE COMPANIE'S PERFORMANCE UNDER THIS AGREEMENT. IN ADDITION, YOU UNDERSTAND TOKENS AND BLOCKCHAIN TECHNOLOGY ARE SIMILARLY NEW AND UNTESTED AND ADVERSE CHANGES IN MARKET FORCES OR TO THE UNDERLYING TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE COMPANY'S PERFORMANCE UNDER THIS AGREEMENT.

IN PARTICULAR, AND IN ADDITION TO THE TERMS OF THIS DOCUMENT, YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH IN THE OFFERING DOCUMENTATION, INCLUDING EXHIBIT A TO THIS AGREEMENT.

9.2. Disclaimers. TOKENS ARE DISTRIBUTED BY THE DISTRIBUTION SMART CONTRACT "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING TOKENS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT TOKENS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS

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DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE. THE NETWORK WILL DISTRIBUTE TOKENS TO YOU.

10. LIMITATIONS OF LIABILITY

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE TOKENS, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE NETWORK OR THIS AGREEMENT, INCLUDING AS A RESULT OF POWER OUTAGES, MAINTENANCE, DEFECTS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO ANY TOKENS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING RECORDS, PRIVATE KEY OR OTHER CREDENTIALS, ASSOCIATED WITH ANY TOKENS, WHETHER OR NOT OBTAINED UNDER THIS AGREEMENT.

IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE VALUE (IN UNITED STATES DOLLARS AT THE TIME OF THE PRE SALE) YOU PAID US IN EXCHANGE FOR THE OFFERING UNDER THIS AGREEMENT.

YOU WAIVE YOUR RIGHT TO DEMAND THE RETURN OF ANY AMOUNTS YOU PAID US FOR THE OFFERING UNDER ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, A DEMAND FOR SPECIFIC PERFORMANCE.

11. AMENDMENT

Either party may modify this Agreement with the written approval of the other party. The modified terms will become effective immediately.

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12. MISCELLANEOUS

- 12.1. Confidentiality and Publicity.** You may use Confidential Information only in connection with your purchase of TOKENS under this Agreement and pursuant to the terms of this Agreement. You will not disclose Confidential Information during the Term or at any time during the five (5) year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your purchase, You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement. effective immediately.
- 12.2. Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the underlying blockchain or Network protocols or any other force outside of our control.
- 12.3. No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity.
- 12.4. Import and Export Compliance.** In connection with this Agreement, you will comply with all applicable import, re-import, export, and re-export control and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use CIX tokens. .
- 12.5. Notice.**
- (a) To You. We may provide any notice to you under this Agreement by emailing you or notifying you in person or via telephone. Notices we provide will be effective when sent.
- (b) To Us. To give us notice under this Agreement, you must contact by email at _____ Notices to us will be effective one business day after they are sent.
- (c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

- 12.6. Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 10.6 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 12.7. No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 12.8. Reformation and Severability.** Except as otherwise set forth herein, if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.
- 12.9. Disputes Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver; Limitation of Time.** For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to Tokens or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” means the Company. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Maltese International Arbitration Centre (BVI IAC) in accordance with the Arbitration Rules of the Maltese International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of three arbitrator(s). The language of the arbitration shall be English. . Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing; unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for

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matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts placed in the Courts of republic Malta.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of this Agreement, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your account and this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court placed in San Francisco, California.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE PURCHASE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

- 12.10. Entire Agreement; English Language.** This Agreement includes the Cryptoindex CIX100 White paper the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in this Agreement contain the Parties and their affiliates' entire obligation regarding the security, privacy and confidentiality of your personal information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13. The User's Digital signature

- 13.1.** After registration on the website <https://cryptoindex.io> the User receives a Login and Password to access the Cryptoindex CIX100 Platform.
- 13.2.** By using the Login and Password the User confirms the formation of his or her User's Electronic signature, and the information in electronic form, signed by the User using the Electronic signature (using his or her Login and Password), shall be accepted by the User and the Cryptoindex CIX100 to be an electronic document equal to a paper document signed by a handwritten signature.
- 13.3.** All actions carried out with the use of Login and Password of the user (Electronic signature), considered to be executed by the User.
- 13.4.** User's account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the Cryptoindex CIX100 Token Pre Sale Agreement and any amendments.

ANNEX A

RISK DISCLOSURE

1) Risks Associated with Purchaser Credentials

Any third party that gains access to the Purchaser's login credentials or private keys may be able to dispose of the Purchaser's Tokens. To minimize this risk, the Purchaser should guard against unauthorized access to their electronic devices.

2) Risk of Unfavorable Regulatory Action in One or More Jurisdictions

Crypto-tokens have been the subject of scrutiny by various regulatory authorities and may be overseen by the legal and regulatory authorities of a number of jurisdictions globally. The functioning of the CryptoIndex CIX100 Network and the Tokens could be impacted by one or more regulatory inquiries or actions, including, but not limited to, restrictions on the use or possession of digital tokens like the Tokens, which could impede or limit the development of the CryptoCryptoindex CIX100 Network.

The Company may receive notices, queries, warnings, requests or rulings from one or more authorities upon short notice, or may even be ordered to suspend or terminate any action in connection with the Token Pre Sale or the CryptoCryptoindex CIX100 Network as a whole without prior notice. Furthermore, many aspects of CryptoCryptoindex CIX100 Network also involve untested areas of law and regulation, and could be subject to new laws or regulation, so their legal and regulatory outcome in all relevant jurisdictions is not possible to predict. The planning, development, marketing, promotion, execution or otherwise of the Company or the Token Pre Sale may be seriously affected, hindered, postponed or terminated as a result. Since regulatory policies can change with or without prior notice, any existing regulatory permissions for or tolerance of the Company, the CryptoCryptoindex CIX100 Network and the Token Pre Sale in any jurisdiction may be withdrawn without warning. The Tokens could be deemed from time to time as a virtual commodity, a digital asset or even as money, securities or currency in various jurisdictions and therefore could be prohibited from being sold, purchased, traded, distributed or held in certain jurisdictions pursuant to local regulations. In turn, the CryptoCryptoindex CIX100 Network could be deemed to be a regulated or restricted product. There is no guarantee that the Company can maintain any particular legal or regulatory status in any particular jurisdiction at any time.

3) Risk that the Cryptoindex CIX100 Network, As Developed, Will Not Meet the Expectations of Purchaser

The Cryptoindex CIX100 Network is presently under development and its governance structure, fees, purpose, consensus mechanism, algorithm, code, infrastructure design and other technical specifications and parameters may undergo significant changes without notice. Any expectations regarding the form and functionality of Tokens or the Cryptoindex CIX100 Network held by the Purchaser may not be met, for any number of reasons, including a change in the design and implementation plans and execution of the Cryptoindex CIX100 Network.

4) Risk of Theft and Hacking

Hackers or other groups or organizations may attempt to interfere with the Cryptoindex CIX100 Network or the availability of the Tokens in any number of ways, including, without limitation, denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

Additionally, there may be attempts to steal the Token Pre Sale proceeds. Such theft or attempted theft may impact the ability of the Company to fund the development or maintenance of the Cryptoindex CIX100 Network.

5) Risk of Flaw in Source Codes

While the Company adopts quality assurance procedures to help ensure the source codes reflect as accurately as possible their intended operation, the flawlessness of the source codes cannot be guaranteed. They may contain bugs, defects, inconsistencies, flaws or errors, which may disable some functionality, create vulnerabilities or cause instability. Such flaws may compromise the predictability, usability, stability, and/or security of the Cryptoindex CIX100 Network. Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.

6) Risk of Unpermissioned, Decentralized and Autonomous Ledger

The Cryptoindex CIX100 Network is being developed in connection with various distributed ledger systems including, but not limited to, Ethereum, which are unpermissioned protocols that could be accessed and used by anyone. The utility and integrity of the Cryptoindex CIX100 Network relies on the stability, security and popularity of these decentralized ledgers. The Cryptoindex CIX100 Network is envisaged to be an open, decentralized community and its composition can include users, supporters, developers, Token holders and other participants worldwide who may or may not be connected with the Company in any manner. Given the diversity of the underlying technologies, the Cryptoindex CIX100 Network is intended to be decentralized and autonomous in nature as far as its maintenance, governance and evolution are concerned.

7) Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Cryptography is evolving and there can be no guarantee of security at all times. Advancement in cryptography technologies and techniques, including, but not limited to, code cracking, the development of artificial intelligence and/or quantum computers, could be identified as risks to all cryptography-based systems, including Cryptoindex CIX100 Network. When such technologies and/or techniques are applied to Cryptoindex CIX100 Network, adverse outcomes such as theft, loss, disappearance, destruction, devaluation or other compromises result. The security of the Company and the Cryptoindex CIX100 Network cannot be guaranteed as the future of cryptography or security innovations is unpredictable.

8) Risk of Abandonment or Failure

Due to the technically complex nature of the Cryptoindex CIX100 Network, the Company or those contributing to the Cryptoindex CIX100 Network software development effort could face difficulties from time to time that may be unforeseeable and/or unresolvable. Accordingly, the development of the Cryptoindex CIX100 Network could fail, terminate or be delayed at any time

for any reason, including due to lack of funds. Development failure or termination may render the Tokens untransferable, of reduced or no utility, and/or obsolete.

9) Risk of Lack of Adoption or Use of the CRYPTOINDEX CIX100 PLATFORM

The utility of the Tokens is dependent on the popularity of the Cryptoindex CIX100 Network. While the

Tokens should not be viewed as an investment, they may have value over time. An absence of active users or low level of utilization may negatively affect the long-term development and future of the Cryptoindex CIX100 Network, and reduce or obviate the utility of the Tokens.

10) Risk of an Illiquid Market

After the Token Launch, the Company is not responsible for and has limited control over the subsequent circulation and trading of the Tokens. The Token is not money, legal tender or currency, fiat or otherwise, issued by any individual, entity, central bank or national, supranational

or quasi-national organization, nor is it backed by any type or quantity of assets, property or Cryptoindex CIX100, nor does it represent any entitlement to any distributions of profits, dividends, or any other returns or payments of any kind. There is no obligation of the Company nor anyone else to redeem, repurchase or acquire any Tokens from any Token holder. There is no guarantee or assurance that there will be a market or marketplace where holders may readily trade Tokens.

11) Risk of Exposure to Cryptographic Tokens

After the completion of this Token Pre Sale, the Company expects that a certain portion of the proceeds will be held in cryptographic tokens. The Company expects to convert an appropriate proportion of cryptographic tokens received into fiat currencies at the sole discretion of the directors of the Company. For the avoidance of doubt, no Token holder has any right, title or interest in any such cryptographic tokens.

11) Risk of Potential Concentrated Ownership of Tokens

Immediately after the completion of the Token Pre Sale, a number of individuals may directly or indirectly hold significant portions of the total available Tokens. These Token holders may have significant influence over the Company, including its operational decisions. These significant Token holders may, acting alone or in concert, not necessarily make decisions that are in the best interests of the other Token holders or of the Cryptoindex CIX100 Network community as a whole.

12) Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, funds held using a blockchain network are generally uninsured. In the event of loss or loss of value, there is no public insurer, such as the FDIC or private insurer, to offer recourse to the Purchaser.

13) Risk of Privacy and Data Retention Issues

As part of the Token Pre Sale and the subsequent verification processes, the Company may collect personal information from Purchasers. The collection of such information is subject to applicable

laws and regulations. All information collected will be used for purposes of Token Pre Sale and community management for the Cryptoindex CIX100 Network and may be transferred to contractor, service providers and consultants worldwide as appointed by the Company. Apart from external compromises, the Company and its appointed entities may also suffer from internal security breach whereby their employees may misappropriate, misplace or lose personal information of Purchasers. The Company may be required to expend significant financial resources to alleviate problems caused by any breaches or losses, settle fines and resolve inquiries from regulatory or government authorities. Any information breaches or losses will also damage the Company reputation and thereby may harm its long term prospects.

14) Risk of Malfunction in the CRYPTOINDEX CIX100 PLATFORM

It is possible that the Cryptoindex CIX100 Network malfunctions in an unfavorable way, including, but not limited to, one that results in the loss of Tokens, or information concerning a market.

15) Risk Relating to Use of the Internet or Other Electronic Medium

Without limiting the foregoing risks, any communication or transaction via or information (including document) transmitted via the internet or other electronic medium involves risks and by participating in the Token Pre Sale or utilizing the Cryptoindex CIX100 Network you acknowledge that you understand and accept the following risks:

- We and/or third parties may use such authentication technologies as we deem appropriate.
- No authentication, verification or computer security technology is completely secure or safe. You agree to bear all risks of unauthorized access/use, hacking or identity theft.
- The internet or other electronic media (including, without limitation, electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication.
- Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media. As a result of such unreliability:

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- ✓ there may be time-lags, delays, failures or loss of data or loss of confidentiality in the transmission of data and receipt of communications;
- ✓ and while the Company may believe certain data to be reliable, there may be no independent basis for it to verify or contradict the accuracy or completeness of data.