

# Vertex Terms

## TERMS AND CONDITIONS RELATING TO TOKEN SALE

PLEASE READ THESE TERMS AND CONDITIONS (“T&Cs”) CAREFULLY. BY MAKING A CONTRIBUTION TO VERTIX FOR THE PURCHASE OF VERTIX TOKENS (“VRX”) DURING THE TOKEN SALE, YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH VERTIX. THESE TERMS AND CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 20 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN THESE THESE TERMS AND CONDITIONS, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF VRX AND IMMEDIATELY NAVIGATE AWAY FROM THE COMPANY’S WEBSITE (AS DEFINED BELOW).

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

## PROHIBITED JURISDICTIONS

Due to legal and regulatory uncertainty in the Republic of Korea (together referred to as “Prohibited Jurisdictions” and each shall be a “Prohibited Jurisdiction”), citizens and green card holders of and persons residing in any of the Prohibited Jurisdictions are prohibited from making contributions to Vertex and participating in the Token Sale. Persons from any of the Prohibited Jurisdictions that participate in the Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these Terms and Conditions and shall be required to indemnify Vertex in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms and Conditions.

## PARTIES TO THESE TERMS AND CONDITIONS

Vertex is a product by Risemetric Technology LLP, a company incorporated and registered in India and shall be the creator and issuer of VRX under these T&Cs. There may be other entities within the Risemetric Technology LLP group of companies from time to time (“Vertex Companies”) that will develop, manage and/or operate the Vertex Platform (as defined below) (or parts thereof) and references in these T&Cs to “Vertex” “Company”, “we”, “our” or “us” shall be to Risemetric

Technology LLP , the Vertix Companies and their respective successors in interests and assigns.”)

References in these T&Cs to “Contributor”, “your” or “you” are to the person/entity who accepts these T&Cs and agrees to and makes a contribution to the Vertix as set out in and on the terms of these T&Cs. You and Vertix shall together be referred to as the “Parties” and references to a “Party” shall be to the relevant one of them as the context requires.

If you have any questions relating to these T&Cs, please contact us at [Vertix.sup@gmail.com](mailto:Vertix.sup@gmail.com)

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

## 1. Vertix Platform

1.1 Vertix is proposing to develop a platform that will use smart contract and blockchain based solutions to create a decentralized marketplace for the purpose of connecting publishers and advertisers to buy and sell ad space on publishers’ property (the “Vertix Platform”).

1.2 For a more detailed description of the proposed Vertix Platform and intended development activities, please refer to:

a) the Vertix website at <https://Vertix.tech> (the “Company’s Website”); and

b) the Vertix Whitepaper (collectively referred to as the “Project Documentation”).

1.3 The information contained in the Project Documentation is of a descriptive nature only, is not binding and does not form part of these T&Cs.

## 2. Scope of T&Cs

2.1 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to Vertix for the purchase of VRX during the Contribution Period (as such term is defined in clause 3 below).

2.2 Any potential future use of VRX on the Vertix Platform shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Vertix Platform (the “Platform Terms”). Such Platform Terms will be made available to Vertix Platform’s users, if and when the Vertix Platform is successfully developed and deployed.

## 3. Contribution Period

3.1 Contributions may be made during a defined period of time (the “Contribution Period”). The Contribution Period shall commence on 24 August 2018 at 2:00 PM CET and shall conclude on the earlier of:

a) Vertex receiving the equivalent of USD 3,000,000 (five million) of contributions (which for the avoidance of doubt shall include any contributions received during the Company's private pre-sale campaign); or

b) 29 September 2018 at 11.59AM GMT+2,

(hereinafter the "Completion Conditions")

3.2 On conclusion of the Contribution Period, Vertex shall publish a notice to that effect on the Company's Website. You shall be required to check the Company's Website in order to ensure that your contribution is made prior to the conclusion of the Contribution Period.

3.3 Subject to clause 3.4, Contributors who send their contribution following the conclusion of the Contribution Period (as notified by Vertex on the Company's Website) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect.

3.4 If a contribution is received by Vertex following the conclusion of the Contribution Period, but before we published a notice on the Company's Website in accordance with clause 3.2, we shall, within a reasonable period of time following the conclusion of the Contribution Period, exercise reasonable endeavours to procure that such contribution is returned to the relevant Contributor. However you acknowledge and accept that due to:

a) administrative expenses incurred by us in returning the contribution,

you are unlikely to receive an amount equivalent to your contribution and that such refunded amount may be lower than the amount so contributed by you.

#### 4. VRX Price

During the Contribution Period, the price per VRX will be denominated in USD and shall be 0,1 USD = 1 VRX excluding with additional Bonus.

#### 5. Right to Request Information

5.1 Before you are able to make a contribution to Vertex or at any time after making a contribution, we may (in our sole and absolute discretion):

a) request you to provide certain information and documentation for the purposes of complying with any "know your customer" or similar obligations to which we may be subject; and

b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of VRX to you.

5.2 You agree that you shall, promptly upon our request, supply such information and documentation as may be reasonably requested by us pursuant to clause 5.1 in order for us to:

a) carry out, to our satisfaction, all necessary “know your customer” and other similar checks which we may be obliged to perform; and

b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of VRX to you as contemplated by these T&Cs.

5.3 You acknowledge and accept that we may refuse or reject any contributions for the purchase of VRX until you provide all information and documentation that we may request under this clause 5 and we have determined that it is permissible to create and issue VRX to you under applicable law.

## 6. Method of Contribution

6.1 You may contribute to VRX during the Token Sale in the manner described in this clause 6.

6.3 To the extent that any third-party website, service or smart-contract offers to receive contributions and issue VRX or facilitates the allocation or transfer of VRX in any way during the Contribution Period, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the Company’s Website, not authorised by the Company nor do they have any legal or commercial relationship in any way with the Company, the Vertex Platform or VRX.

6.4 Contributors that send contributions:

a) other than as described in this clause 6; or

b) to any third-party website, wallet, address, bank account, service or smart contract that offers VRX in the manner described in clause 6.3, risk losing their entire contribution and Vertex shall not be responsible or liable for recovering or returning any such contributions to the Contributor, nor shall we be responsible or liable for any losses incurred by the Contributor in this respect.

## 8. Refunds, Refusals, Suspension and Termination of Contributions

8.1 Vertex reserves the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Contributor to the Ethereum/BTC/LTC wallet from which the contribution was made. However, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

8.2 Subject to clause 3.4 and except to the extent required by applicable law, all contributions received by Vertex under these T&Cs are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from us.

8.3 At any time prior to satisfaction of the Completion Conditions, Vertex may either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that Vertex publishes a notice to that effect on the Company's Website.

8.4 During any period of suspension or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create VRX and/or issue VRX to Contributors. Contributors who send us contributions (after we publish a notice that the Token Sale has been suspended or aborted in accordance with clause 8.3) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by such Contributors in this respect. Contributors are therefore strongly advised to check the Company's Website before sending a contribution to the Smart Contract System.

8.5 In the case of a hacker attack, your funds may not be refunded.

## 9. Token Functionality

9.1 Ownership of VRX carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Vertex Platform (as further described in Schedule 1 to these T&Cs), if and to the extent the Vertex Platform is successfully developed and deployed. Any potential future right or expectation relating to the use of VRX on the Vertex Platform shall be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).

9.2 You acknowledge and accept that VRX do not represent or constitute:

a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Vertex and/or the Vertex Platform;

c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or

d) the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties.

9.3 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments referred to in clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of VRX or to your storage, sale and/or transfer of VRX.

9.4 Vertex makes no warranties or representations and offers no assurances (in each case whether express or implied) that VRX shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Vertex Platform.

## 10. Contributor's Representations and Warranties

By participating in the Token Sale and sending a contribution to Vertex, you hereby represent and warrant the matters set out in Schedule 2 to these T&Cs.

## 11. Risks

You acknowledge and agree that sending a contribution to the Company, the creation and issue of VRX and the development and deployment of the Vertex Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 3 to these T&Cs.

**BY MAKING A CONTRIBUTION TO VERTIX AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 3 TO THESE T&Cs.**

## 12. Audit of the Smart Contract System

12.1 Vertex shall exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

12.2 Notwithstanding clause 12.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and VRX are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of your contribution and/or VRX

## 13. Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to Vertex and to receive and store VRX that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your VRX. Vertex shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of VRX nor shall we be under any obligation to recover or return any VRX and we hereby exclude (to the fullest extent permitted under applicable law) any and

all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) VRX issued to you during the Token Sale.

## 14. Intellectual Property

14.1 In this clause 14, “Company’s IP Rights” means in relation to Vertex, VRX, the Token Sale, the Vertex Platform and the Project Documentation, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

14.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company’s IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Company’s IP Rights and you understand and accept that by making a contribution for the purchase of VRX pursuant to these T&Cs you shall not:

- a) acquire or otherwise be entitled to any of the Company’s IP Rights;
- b) make a claim in respect of any of the Company’s IP Rights or any other equivalent rights; or
- c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any of the Company’s IP Rights, except with our prior written consent.

## 15. Indemnity

15.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Vertex and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Indemnified Parties”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- a) your acquisition or use of VRX under these T&Cs;
- b) the performance or non-performance of your responsibilities or obligations under these T&Cs;
- c) your breach of any of the terms and conditions set out in these T&Cs; or
- d) your breach of any rights of any other person or entity.

15.2 Vertex reserves the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in clause 15.1.

15.3 The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to Vertex under applicable law.

## 16.0 Disclaimers

16.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

a) VRX are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to VRX (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

b) we do not represent or warrant that VRX are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and

c) we cannot and do not represent or warrant that VRX or the delivery mechanism for VRX are free of viruses or other harmful components.

16.2 Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. VRX should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future resale.

16.3 No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

## 17. Limitation of Liability

17.1 To the fullest extent permitted by applicable law, in no circumstances shall:

a) Vertex or any of the Company Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of VRX or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if Vertex or any of the Company Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

b) the aggregate liability of Vertex and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or

any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use VRX, exceed the amount of your contribution.

17.2 The limitations and exclusions of liability set out in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of any Company Indemnified Party, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

## 18. Taxation

18.1 You are solely responsible for determining whether your contribution to Vertex for the purposes described hereunder, the transfer of ETH/BTC/LTC, the creation, ownership, use, sale, transfer or liquidation of VRX, the potential appreciation or depreciation in the value of VRX over time (if any), the allocation of VRX and/or any other action or transaction contemplated by these T&Cs or related to the Vertex Platform will give rise to any tax implications on your part.

18.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. Vertex shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of VRX under or in connection with these T&Cs.

18.3 You agree not to hold Vertex or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of VRX or any other action or transaction related to the Vertex Platform or the Token Sale.

## 19. Data Protection

19.1 If we make an information request in accordance with clause 5, we may require you to provide information and/or documents relating to (without limitation):

- a) your identity;
  - b) your residential and/or business address;
  - c) the source of your wealth;
  - d) the source of funds used for the purposes of purchasing VRX;
  - e) your Ethereum/BTC/LTC Wallet for receipt of VRX; and/or
  - f) any other documents or data from which you can be identified,
- (together, your "Personal Data").

19.2 We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

19.3 We shall process your Personal Data in accordance with the laws, as may be amended ("Data Protection Act"), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) the purchase of VRX and the processing of transactions related to the Token Sale pursuant to these T&Cs;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining or operating a bank account in the Company's name;
- f) subject to clause 20, resolving any Disputes (as such term is defined in clause 20.1 below) with you;
- g) producing summary information for statistical, regulatory and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

19.4 Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

19.5 You agree that we may, for the purposes set out in clause 19.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

19.6 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in clause 19.3. In order to access the Vertex Platform and otherwise use and interact with the Vertex Platform, you will be required to accept the Platform Terms which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Vertex Platform.

## 20. Dispute Resolution by Arbitration

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

20.1 Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Vertex (i) waive your and Vertex's respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, and (ii) waive your and Vertex's respective rights to a jury trial. Instead, you and Vertex agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

20.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs is personal to you and Vertex and will be resolved solely through individual arbitration and will not be brought as a class or group arbitration, class or group action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

20.3 Arbitration Rules. Any dispute arising out of or in connection with these T&Cs, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the International Chamber of Commerce's Rules of Arbitration ("ICC Rules"), which are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/> and are deemed to be incorporated by reference in this clause 20. By agreeing to be bound

by these T&Cs, you either (i) acknowledge and agree that you have read and understand the ICC Rules, or (ii) waive your opportunity to read the ICC Rules and any claim that the ICC Rules are unfair or should not apply for any reason.

20.4 Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Vertix shall be sent by e-mail to the contact@Vertix.io. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Vertix cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or Vertix may, as appropriate and in accordance with this clause 20, commence an arbitration proceeding or, to the extent specifically provided for in clause 20.1, file a claim in court.

20.5 Process. The seat, or legal place, of arbitration shall be India. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the ICC Rules. The language to be used in the arbitral proceedings shall be English. The governing law of these T&Cs shall be the substantive law of Gibraltar and the Gibraltar court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

20.6 Authority of Arbitrator. These T&Cs, the applicable ICC Rules and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute may be subject to arbitration, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these T&Cs. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

20.7 Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause 20 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause 20 will remain valid and enforceable. Further, the waivers set forth in clause 20.2 above are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.

## 21. Force Majeure

Neither Vertix nor any member of the Vertix Companies shall be liable or responsible to the Contributor, or be deemed to have breached these T&Cs, for any failure or delay in fulfilling or performing its obligations under these T&Cs, if and to the extent such failure or delay is caused by, results from or is otherwise connected to acts

beyond its reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; (d) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or (e) action by any nation or government, state or other political subdivision thereof, any entity exercising legislative, regulatory, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or council.

## 22. Miscellaneous

22.1. The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to VRX losing intrinsic value.

22.2. We may amend these T&Cs from time to time, including where there are changes to the intended functionality of VRX or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the Company's Website and we will change the "Last Updated" date at the top of these T&Cs. Any amendments to these T&Cs shall become effective immediately upon the publication of such notice and the updated T&Cs on the Company's Website. It is your responsibility to regularly check the Company's Website for any such notices and updated T&Cs.

22.3. If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.

22.4 These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

22.5 You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Company in relation to the subject matter of these T&Cs at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

22.6 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Vertex and/or other

individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the Vertix Platform.

22.7 Subject to clause 20, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with India law and the Parties irrevocably agree that the Indian courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).

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## SCHEDULE 1

### INTENDED FUNCTIONALITY OF VRX ON THE VERTIX PLATFORM

VRX is intended to have the following functionality within the Vertix Platform:

- a) activity in the Vertix Platform is intended to be performed primarily using VRX. In that sense, VRX’s principal purpose is therefore to operate as an “in-app currency” for the following: buying and selling ad space, paying fees to arbitrators for resolving disputes, paying transaction processing fees and paying fees to platform operators; and
- b) VRX shall be required to access certain premium features and services that may become available on the Vertix Platform in future.

VRX is not intended to have any functionality or utility outside the Vertix Platform. The Vertix Platform will therefore be structured as a “closed system” insofar as the use of VRX is concerned.

Further information and examples of the intended VRX functionality on the Vertix Platform are set out in the Vertix Whitepaper at pages 9-12.

### VRX TOKEN CREATION AND INTENDED DISTRIBUTION

The total number of VRX to be created is not pre-determined and shall depend on the aggregate contributions received by Vertix during the Token Sale (including the Company’s private pre-sale campaign). VRX to be issued to Contributors shall constitute 60% of the total VRX to be created. The final VRX distribution shall be as follows:

- a) 60% shall be issued to Contributors during the Token Sale (including the pre-sale campaign);
- b) 22% shall be retained by Vertix in reserve for network growth and future use depending on the needs of the business; and
- c) 10% shall be issued to Vertix’s founding team;

- d) 4% shall be issued to the advisory board
- e) 3% shall be reserved for the community grants and bounty
- f) 1% shall be reserved for legal compliance

The proposed distribution of VRX described above is only indicative and may be subject to change without further notice.

## POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF VRX

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF VRX. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF VRX IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON THE COMPANY'S WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF VRX AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE COMPANY'S WEBSITE FOR ANY SUCH NOTICES. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF VRX.

## SCHEDULE 2

### CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these T&Cs, you hereby represent and warrant that:

you have read and understood these T&Cs (including all the Schedules hereto);

you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with Vertix and to perform the obligations set out herein;

the acceptance of these T&Cs and the entry into a binding agreement with Vertix shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;

you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (such as ETH),

token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;

you have obtained sufficient information about the potential future use and functionality of VRX to make an informed decision to participate in the Token Sale pursuant to these T&Cs;

you understand that VRX confer only a limited potential future right or expectation to use and interact with the Vertex Platform as more particularly described in Schedule 1 to these T&Cs, and that VRX confer no other rights of any kind with respect to Vertex and/or the Vertex Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with Vertex on the terms set out herein;

if you are making a contribution for the acquisition of VRX as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

if you are making a contribution for the purchase of VRX for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with Vertex on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a contribution);

you are making a contribution for the purchase of VRX to support the development, testing, deployment and operation of the Vertex Platform and to potentially use and interact with the Vertex Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

any contribution to be made by you for the purchase of VRX is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

you shall not use VRX to finance, engage in, or otherwise support any unlawful activities;

your contribution shall be transferred to Vertex from an Ethereum/BTC/LTC wallet or exchangethat: (i) is registered in your name or in the name of a person who is duly authorised by you to send a contribution on your behalf to Vertex; and (ii) is not located in or that is not registered in the name of a person located in or resident of

any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory”;

making a contribution and receiving VRX under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

you are not a citizen of or resident or domiciled in any of the Prohibited Jurisdictions or making a contribution for the purchase of VRX from a location in any of the Prohibited Jurisdictions, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of any of the Prohibited Jurisdictions, nor are you making a contribution for the purchase of VRX for or on behalf of any such person or entity;

you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;

you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of VRX;

you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs.

## SCHEDULE 3

### RISK FACTORS

Regulatory risk: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the Vertex Platform, including its termination and the loss of VRX for the Contributor. Additionally, regulation of proposed activities of the Vertex Platform is currently uncertain. It is not known what regulatory framework the proposed Vertex Platform and associated activities will be subject to, the nature and obligations that will be imposed on Vertex in order to comply with any such regulatory framework or when/if Vertex will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.

Risks associated with uncertain regulations and enforcement actions: the regulatory status of VRX and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Vertex Platform and VRX. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Vertex Platform and VRX. Regulatory actions could negatively impact the Vertex Platform and VRX in various ways, including, for purposes of illustration only, through a determination that VRX are a regulated financial instrument that requires registration or licensing. Vertex may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risk of abandonment / lack of success: the creation and issue of VRX and the development of the Vertex Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Vertex Platform is partially or fully developed and launched, you will receive any benefits through VRX that you hold.

Risk associated with other applications: the Vertex Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which VRX will have no intrinsic value.

Risks associated with markets for VRX: Vertex may not enable or otherwise facilitate any secondary market trading or any such external valuation of VRX. This may restrict the contemplated avenues for using VRX to the token functionality described in Schedule 1 to these T&Cs and could therefore create illiquidity risk with respect to any VRX you own. Even if secondary trading of VRX is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to VRX (e.g. as denominated in a cryptographic or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing VRX as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that VRX are not offered by Vertex or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these T&Cs will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not.

Risk of hard-fork: the Vertex Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to VRX may be required (hard-fork of VRX) and that, if you decide not to participate in

such upgrade, you may no longer be able to use your VRX and any non-upgraded VRX may lose its functionality in full.

**Risk of uninsured losses:** unlike bank accounts or accounts at some other financial institutions, VRX are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

**Risks arising from taxation:** the tax characterization of VRX is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of VRX, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

**Risk of dissolution of the Company or network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in VRX utility due to negative adoption of the Vertex Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Vertex Platform may no longer be viable to operate and the Company may dissolve and may not be able to continue the development or operation of the Vertex Platform.

**Risks arising from lack of governance rights:** because VRX confer no governance rights of any kind with respect to the Vertex Platform or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the Vertex Platform including, but not limited to, decisions to discontinue the Vertex Platform, to create and issue more VRX, will be made by the Company. These decisions could adversely affect the Vertex Platform and/or VRX you hold.

**Risks arising from the market in which the Vertex Platform operates:** the energy market and by extension the Vertex Platform, is subject to a variety of federal, state, national and international laws and regulations. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Vertex Platform could be enacted, which could impact the utility of VRX in the Vertex Platform. Additionally, Vertex Platform's users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If for whatever reason Vertex is unable or fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Vertex Platform and VRX, including its functionality to access and interact with the Vertex Platform.

**Risks associated with the development and maintenance of the Vertex Platform:** the Vertex Platform is still under development and may undergo significant changes over time. Although we intend for VRX and the Vertex Platform to function as described in Schedule 1 to these T&Cs, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of VRX or the Vertex Platform for any number of legitimate reasons. Moreover, we may not be

able to retain full and effective control over how other participants will use the Vertix Platform, what products or services will be offered through the Vertix Platform by third parties, or how third-party products and services will utilize VRX (if at all). This could create the risk that VRX or the Vertix Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Vertix Platform, it is still possible that the Vertix Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Vertix Platform and VRX, and the potential utility of VRX.

**Risk of Competing Platforms:** it is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Vertix Platform and attempt to facilitate services that are materially similar to the services offered by or within the Vertix Platform. The Vertix Platform may compete with these alternatives, which could negatively impact the Vertix Platform and VRX, including the utility of VRX for obtaining services offered by or within the Vertix Platform.

**Unanticipated Risks:** cryptographic tokens such as VRX are a new and untested technology. In addition to the risks set out in this Schedule 3 to these T&Cs, there are other risks associated with your acquisition, storage, transfer and use of VRX, including those that Vertix may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3 to these T&Cs.