

## Option Agreement

Tallinn, "00" \_\_\_\_\_ 2018

### 1. TERMS IN THE AGREEMENT

1.1. The "**Agreement**" shall mean the present Agreement and all the appendices that constitute an integral part hereof;

1.2. For the purposes hereof, the "**CINDX**" shall mean the electronic Internet platform hosted at the address: [www.cindx.io](http://www.cindx.io) (hereinafter referred to as "**The Web-site**"). The Internet platform purpose is to implement the project related with the following:

- a) issue;
- b) trading (including the trade via brokerage and other intermediary companies);
- c) exchange to other currencies;
- d) rendering management services;
- e) rendering other types of services

to private and legal entities ("**Clients**").

1.3. For the purposes hereof, the "**Cindx Crypto Currency**" or "**Crypto Currency**" shall mean the digital data representing a unit used by the Clients as a transaction means in order to pay for goods, services and constituting a subject of exchange (trade) between the Clients and third parties.

1.4. For the purposes hereof, the "**Token**" shall mean an electronic security (accounting unit) certifying the rights of its owner for a certain total of Cindx Crypto Currency.

1.5 For the purposes hereof, the "**Token CINO**" shall mean a digital asset providing the Client with a right to obtain the Token in future.

1.6. For the purposes hereof, the "**ICO**" shall mean a procedure of Tokens issue (issue prospectus registration (subject to compliance with the registration procedure in a manner established by the current applicable law) for further sale thereof by third parties within a public tender.

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1.7. For the purposes hereof, the “**Issuer**” shall mean Cindx Investkapital AS, registration number 14427370, address: Harjumaa, Erika, 14, Tallinn, 10416, Estonia.

1.8. For the purposes hereof, the “**Investor**” shall mean a citizen Surname Name (gender: \_\_\_\_\_; date of birth 00.00.1900, passport number 00 0000000 issued by the Federal Migration Service 000000). On conclusion hereof, the Investor shall provide the Issuer with the documents confirming the data hereinabove. The Investor shall provide the Issuer with additional documents and information (including the documents relating to the origin source of Investor’s funds) immediately upon the corresponding request from the Issuer.

1.9. For the purposes hereof, “**The Client’s Personal Page**” and/or “**Account**” shall mean the web-site section available to the Client and including the following:

- a) an opportunity to exchange information with the web-site administration;
- b) display of a number of Tokens owned by the Client;
- c) an opportunity of integration (use) of other services specified on the Web-site.

## **2. SUBJECT OF THE AGREEMENT**

2.1. According to the present Agreement, the Issuer shall, on the due date specified herein, by its own efforts and/or by engaging the third parties, ensure the issue of Tokens as well as other activities provided for hereby, and deliver the specified Tokens to the Investor; and the Investor shall pay the cost stipulated hereby of and accept the provisioned Tokens pursuant to the procedure and conditions hereof.

2.2. The provisioned Tokens wherein the rights are purchased by the Investor hereunder shall comply with the following characteristics:

- a) to be issued under the procedure established by Estonia’s legislation and regulations of 809-2004 EU Provision;
- b) to be the electronic securities certifying the Investor’s rights in Cindx Crypto Currency.

2.3. In accordance herewith, the Investor shall purchase the right (option) for:

a) purchasing the Tokens issued by the Company under the terms and conditions specified below, and pay for the rights above.

b) the Token cost in the sale period ICO to constitute 1.00 USD. A bonus system shall be provided for the Token sale period with the following schedule:  
**Tokens Presale**

August, 26 – September, 16– 25% bonus

September, 17–October, 7– 20% bonus

**Tokens Sale**

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October, 8– October, 21– 17% bonus      November, 19– December, 2– 10% bonus  
October, 22– November, 4– 15% bonus      December, 3 – December, 16 – 5% bonus  
November, 5– November, 18 – 13% bonus      December, 17– December, 26 – 0% bonus

2.4. At the time of conclusion hereof, the Issuer has prepared the documents and information required to submit applications for issue prospectus registration in order to register the issue prospectus and obtain the license indicated in the cl. 3 hereof. The Investor has familiarized oneself with the documents and information provided by the Issuer.

2.5. The Investor shall be entitled to assign its rights arising hereout (including any rights alienation to the third parties) solely under the preliminary written consent of the Issuer.

### **3. ISSUE REGISTRATION, LICENSE PROCUREMENT, OPTION**

3.1. The parties acknowledge that the activities required for implementation of the subject hereof on the part of the Issuer shall be the following:

- a) issue prospectus registration under the procedure provisioned by applicable legislation of Estonia (with due account for the regulations of 809-2004 EU Provision);
- b) procurement of the license from the Financial Inspection of Estonia;
- c) Issue Prospectus registration (Whitepaper) in the Financial Inspection of Estonia;
- d) Tokens accrual upon KYC procedure to be carried out.

3.2. On conclusion hereof, the Parties intend the activities specified in the cl. 3.1. hereof to be implemented in the 1<sup>st</sup> quarter of 2019. The Issuer shall herewith be relieved of liability for the default on obligations arising hereout in the following cases:

- a) default on the obligations related with Tokens transfer to the date indicated above shall form a ground for a failure to register the Issue and/or issue the license by Estonia governmental bodies

whereby

- b) the Issuer shall discharge obligations provisioned by the terms hereof in the 1<sup>st</sup> quarter of 2019.

3.3. The Issuer shall carry out the activities related with the Option transfer to the Investor within the deadline not exceeding 15 (fifteen) business days from the date of the conditions specified in aggregate in the cl. 3.1. hereof to take effect.

3.4. The Option shall be implemented by display of the Tokens obtained in the Investor's personal account. The Issuer shall notify the Investor of Tokens transfer (fulfillment of the obligations stipulated hereby).

3.5. The Issuer shall immediately notify the Investor on the circumstances of issue registration denial or license issue to take effect before the date specified in the cl. 3.2. hereof. In this case, if the denial hereinabove has been caused by technical errors in the provided documents (not caused by factual legal grounds), the Issuer shall vest the Investor with a right to extend the validity period hereof to be ensured by the Parties to conclude a supplement agreement.

#### **4. COST OF PURCHASED RIGHTS AND SETTLEMENT PROCEDURE OF THE PARTIES**

4.1. The total cost of the option purchased by the Investor hereunder shall constitute 00000 USD or the equivalent amount in other currencies.

4.2. The Investor shall satisfy payment of the option cost in part or in full within 3 business days from the date of conclusion hereof. The option payment shall be satisfied by the Investor by transferring funds to the bank account specified by the Issuer or in a different manner defined by the Parties. Upon payment, the Investor's personal account shall display the fact of payment for the purchased rights.

4.3. In case of Investor's default on the obligations specified in the cl. 4.2. hereof, the Issuer shall be entitled to:

a) terminate the present Agreement subject to preliminary notification of the Investor not later than 3 (three) business days before the anticipated date of termination (in case of any event of non-payment from the Investor)

or

b) in case of Investor's partial default on the obligations to pay for the purchased rights - to limit the rights transferred to the Investor (decrease the number of Tokens subject to transfer to the Investor proportionally with the amount of funds paid by it to the total cost of rights and amount of Tokens in line with the cost indicated).

4.4. The Investor's obligations to pay the option cost shall be deemed fulfilled from the date of receipt of funds by the Issuer.

#### **5. ISSUER'S RIGHTS AND OBLIGATIONS**

5.1. To carry out the activities specified herein in full and in the right manner with consideration of the provisions of Estonia's legislation as well as the provisions of EU's legislation in the cryptocurrency sphere.

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5.2. Bear the costs incurred from the activities being carried out and required for correct functionality of the platform, web-site as well as the activities indicated in the cl. 3.1. hereof.

5.3. Notify the Investor of any circumstances being of importance for the Issuer to fulfill its obligations hereunder in the due time and order.

### **6. INVESTOR'S RIGHTS AND OBLIGATIONS**

6.1. Pay the option cost under the terms and conditions of cl. 4 hereof.

6.2. Within the validity period hereof, request the Issuer to provide information on the course of implementation of the activities specified in the cl. 3.1. hereof.

### **7. LIABILITY OF THE PARTIES**

7.1. Issuer's liability:

a) In case of default on the obligations set out in the cl. 3.2. hereof, the Issuer shall return to the Investor the funds paid not later than within 15 (fifteen) business days from the date specified in the cl. 3.2. hereof.

b) In case of default on the obligations related with Tokens transfer to the Investor (subject to the circumstances set out in the cl. 3.1. hereof to have taken effect), the Issuer shall pay to the Investor a forfeit at the rate of 0.05% of Tokens for every day in arrears.

7.2. The Issuer shall be released of the obligations related with reimbursement of the Investor for the lost benefit in case of termination hereof under the grounds of a failure of the circumstances set out in the cl. 3.1. hereof.

7.3. In the cases not provided for hereby, the extent of material liability shall be defined under applicable legislation of Estonia.

### **8. AMENDMENTS TO AND TERMINATION OF THE AGREEMENT**

8.1. The present Agreement may be subject to early termination under the pre-action protocol and consent of the Parties.

8.2. The Investor shall not be entitled to demand termination hereof before the date specified in the cl. 3.2., unless the Issuer fails to fulfill its other obligations provisioned hereby.

8.3. The Issuer shall be entitled to terminate the present Agreement at any time within its validity period by notifying the Investor to such effect by e-mail or registered post not later than 5 (five) business days to the anticipated date of termination. In the case specified in the present cl., the Issuer shall pay the Investor a forfeit constituting 10% (ten percent) of the amount of funds contributed by the Investor.

### **9. WARRANTIES OF THE PARTIES RELATED WITH THE AGREEMENT**

### **CONCLUSION**

9.1. On concluding the present Agreement, the Parties guarantee that they have obtained all permissions, consents provisioned by applicable corporate, civil legislation of Estonia and related with conclusion of the present Agreement by the Parties.

9.2. For the purpose of warranties hereunder, the Parties have defined that the present Agreement shall be construed as a sale-purchase agreement for prospective goods, and the right accruing to the Investor hereunder (the right to demand Token transfer) shall be subject to the closing conditions established by the cl. 3.1. hereof.

### **10. INFORMATION EXCHANGE**

10.1. In accordance with the conditions hereunder, the Parties shall exchange information by:

a) Investor's personal account on the Web-site;

or

a) personal letter delivery under signed receipt;

or

b) letter forwarding to the postal address of the other Party subject to delivery notification using the services of one of the international postal companies: DHL, Fedex, UPS

or

c) exchange of emails forwarded from the following electronic (e-mail) addresses:

- Issuer's e-mail: [fin@cindex.io](mailto:fin@cindex.io);

- Investor's e-mail: [login@domain.zone](mailto:login@domain.zone).

The letters and information exchanged by the Parties within the present Agreement by e-mail shall have legal force of written agreements unless any of the Parties or by operation of law is instructed of a necessity to execute documents in written.

10.2. On concluding the present Agreement, the Parties shall be liable for accuracy of the addresses specified herein.

### **11. FORCE-MAJEURE CIRCUMSTANCES**

11.1. The Parties shall be released of the liability for default on the obligations hereunder in part or in full provided that it has been caused by force-majeure circumstances.

11.2. The force-majeure circumstances shall mean emergency and unavoidable circumstances under these conditions, i.e. the circumstances outside the purview of, not able of being foreseen by the Parties at the time of conclusion hereof and, therefore, not able of being eliminated by reasonable means when they take effect. Within the present Agreement, under such circumstances the Parties understand: acts of God (both natural and man-made disasters); military activities; terroristic acts; resolutions and acts of governmental and administrative bodies; other circumstances beyond the Parties' control that have directly affected the fulfillment of obligations hereunder.

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11.3. Stay of execution hereof under the grounds set out herein shall involve a possibility to terminate this Agreement at the discretion of any of the Parties, when such circumstances persist more than 3 (three) months.

11.4. The documents from the corresponding competent governmental bodies of Estonia shall serve as a proof of the effect and duration of force-majeure circumstances.

### **12. CONFIDENTIALITY**

12.1. The Parties shall refrain from divulging the information they got to learn within the validity period hereof and constituting a commercial secret. The information constituting the commercial secret shall include any information, financial and commercial data related with the Issuer, Investor, subject hereof as well as any other information set out herein.

12.2. Non-confidential information is the public domain information or the data that have become public through no fault of any of the Parties as well as the information obtained from any of the sources before or after it has been obtained by one Party from the other Party; or any information, materials and documents that have been at the disposal of or owned by one Party at the time such information and/or documentation have been received from the other Party. The non-confidential information is also the information that cannot, pursuant to legislation, be attributed to a commercial secret;

12.3. The disclosure by any of the Parties of the confidential information to third persons shall be possible subject to engagement of such third persons to the activities requiring the knowledge thereof, solely in the volumes as being reasonably necessary and provided that such third persons have assumed the obligations on non-disclosure of the obtained information in accordance herewith. The disclosure of confidential information to third persons shall be also possible in the cases expressly provided for by applicable legislation and solely under the procedure and in volumes defined thereby. In all other cases not listed above, the confidential information may be disclosed to third persons solely under mutual consent of the Parties.

### **13. DISPUTE SETTLEMENT PROCEDURE**

13.1. All disputes arising in the course of implementation hereof shall be settled by the Parties under the procedure of pre-trial conference by forwarding written claims to be replied within the period of 30 (thirty) calendar days.

13.2. In case of a failure to come to agreement under the procedure of the provisions in the cl. 14.1., the disputes shall be submitted to Riga International Arbitration Court for consideration. All disputes arising out hereof shall be resolved based on the provisions of applicable legislation of Estonia.

### **14. MISCELLANEOUS**

14.1. The present Agreement shall come into effect immediately upon its signing by the Parties and shall be effective until the Parties have fulfilled their obligations hereunder in full.

14.2. All alterations and amendments hereto shall be deemed valid provided they have been executed by the Parties in written and signed by their authorized representatives.

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14.3. Upon conclusion hereof, any written and oral covenants, negotiations, correspondence of the Parties as to the subject hereof shall cease to be in force, and the Parties shall be bound by the provisions hereof in their relationship.

14.4. The Parties have defied that the identity of the other Party (a creditor and borrower accordingly) hereunder shall be of substantial significance for each of them, and neither of the Parties shall be entitled to assign its rights and obligations hereunder to third parties without preliminary written consent of the other Party.

14.5. The present Agreement has been executed in 2 (two) counterparts of equal legal force, one for each of the Parties.

### 15. ADDRESSES AND BANK DETAILS OF THE PARTIES

15.1. Issuer	15.2. Investor
Cindx Investkapital AS, registration No. 14427370, address: Harjumaa, Erika, 14, Tallinn, 10416, Estonia.	Surname Name Passport number: 00 0000000 Date of birth: 00.00.1900 Place of birth: Date of issue: 00.00.2000 Date of expiry: 00.00.2000 Authority: FMS 00000
Account No. EE037700771003068802 Swift: LHV BEE22 Bank code: 689 Bank name: AS LHV Pank Bank address: Tartu mnt 2, 10145 Tallinn  _____/_____/_____ _____	Registration address: Place of actual residence: e-mail: login@domain.zone phone number: +0-000-000-0000          _____/_____/_____ _____