



## Tag World- India Exchange

### PROSPECTUS

TWEX LTD. Announces its Initial Offering in the form of TWIN Tokenized Preferred Shares worth Forty-nine million (49,000,000) valued at 0.45 Euros each.

23<sup>rd</sup> August 2018

#### Directory

|                   |   |
|-------------------|---|
| Company Name      | TWEX LTD.   |
| Registered Office | 71-75 Shelton Street Covent<br>Garden, London, WC2H9JQ,<br>United Kingdom |
| Director          | Mr. Amal Sharma   |

## ISSUE OF 49,000,000 TWIN TOKENIZED PREFERRED SHARES OF VALUE OF `0.45 Euros" EACH OF TWEX Ltd. ("OUR COMPANY" OR "THE ISSUER")

### RISKS IN RELATION TO FIRST ISSUE

This being the first issue of the Issuer, there has been no formal market for the securities of our Company. The value of the TWIN Preferred Shares of our Company is "0.45 Euros".

### GENERAL RISKS

Investments in shares involve a degree of risk and investors should not invest any funds in this Issue unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and this Issue, including the risks involved. The Shares have not been recommended or approved by any Exchange Board, nor do they guarantee the accuracy or adequacy of the contents of this Prospectus. **Specific attention of the investors is invited to "Risk Factors."**

### ISSUER'S ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Prospectus contains all information with regard to our Company and the issue, which is material in the context of the Issue, that the information contained in this Prospectus is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Prospectus as a whole or any of such information or the expression of any such opinions or intentions, misleading in any material respect.

### LISTING

The Preferred Shares offered through this Prospectus are not going to be listed on any Stock Exchange. But they will be offered through our own Private Exchange

### ISSUE PROGRAMME

|                  |                                |
|------------------|--------------------------------|
| ISSUE OPENS ON:  | 23 <sup>rd</sup> August 2018   |
| ISSUE CLOSES ON: | 4 <sup>th</sup> September 2018 |

# Contents

|   |    |
|---|----|
| Preliminary Information .....   | 4  |
| Note to the Prospectus .....  | 4  |
| Forward-looking statements .....  | 4  |
| Summary .....   | 6  |
| Incorporation details .....   | 6  |
| Definitions .....   | 7  |
| Certain Conventions, Use of Financial Information and Market Data and Currency of Presentation..... | 9  |
| Business Overview .....   | 10 |
| The Offering .....  | 11 |
| Use of Proceeds .....   | 15 |
| Risk Factors .....  | 15 |
| TWEX Platform .....   | 19 |
| Components .....  | 19 |
| The Secured Wallet Service.....   | 21 |
| How to qualify to buy TWIN Preferred Shares .....   | 24 |
| Functioning of the Platform.....  | 25 |
| Offering Participation .....  | 28 |
| Representation and Warranties.....  | 28 |
| Jurisdiction.....   | 30 |
| Companies Listed on our TWEX Platform .....   | 30 |
| Terms & Conditions .....  | 32 |
| Liability Clause .....  | 34 |
| Termination .....   | 35 |
| Anti-money Laundering.....  | 35 |
| Disclaimer.....   | 36 |

## Preliminary Information

### Note to the Prospectus

The distribution of this prospectus in certain jurisdictions may be restricted by law, and therefore persons into whose possession this prospectus comes should inform themselves of and observe any such restrictions.

This prospectus contains forward-looking statements concerning, among other things, the prospects for TWEX LTD. operations, which are subject to certain risks, uncertainties and assumptions. The various assumptions the company uses in its forward-looking statements, as well as risks and uncertainties relating to those statements, are set out in the Forward Looking Statements below and in Management's Discussion and Analysis of Financial Condition and Results of Operations. Factors exist that could cause TWEX LTD. actual results to differ materially from these forward-looking statements. The Company does not undertake to update any forward-looking statements that may be made from time to time by or on behalf of the Company unless it is required by law.

Our Directors, Promoters and Issuers have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm that there is no false or misleading statements or facts in this Prospectus.

When used in this prospectus, the terms "we," "us" or "our" mean TWEX LTD. References to "€" or "Euros" are to the legal currency of the United Kingdom.

### Forward-looking statements

All statements contained in this Prospectus that are not statements of historical facts constitute „forward- looking statements“. All statements regarding our expected financial condition and results of operations, business, objectives, strategies, plans, goals and prospects are forward-looking statements. These forward- looking statements include statements as to our business strategy, our revenue and profitability, planned projects and other matters discussed in this Prospectus regarding matters that are not historical facts. These forward looking statements and any other projections contained in this Prospectus (whether made by us or any third party) are predictions and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements or other projections.

These forward looking statements can generally be identified by words or phrases such as “will”, “aim”, “will likely result”, “believe”, “expect”, “will continue”, “anticipate”, “estimate”, “intend”, “plan”, “contemplate”, “seek to”, “future”, “objective”, “goal”, “project”, “should”, “will pursue” and similar expressions or variations of such expressions. Important factors that could cause actual results to differ materially from our expectations include but are not limited to:

- general economic and business conditions in the markets in which we operate and in

the local, regional and national and international economies;

- Inability to identify or acquire new projects or win bids for new projects;
- our ability to successfully implement strategy, growth and expansion plans and technological initiatives;
- our ability to respond to technological changes;
- the effect of wage pressures, hiring patterns and the time required to train and productively utilize new employees;
- general social and political conditions in India and United Kingdom which have an impact on our business activities or investments;
- potential mergers, acquisitions restructurings and increased competition;
- occurrences of natural disasters or calamities affecting the areas in which we have operations;
- market fluctuations and industry dynamics beyond our control;
- changes in the competition landscape;
- our ability to attract and retain qualified personnel;
- our ability to finance our business growth and obtain financing on favourable terms;
- our ability to manage our growth effectively;
- our ability to compete effectively, particularly in new markets and businesses;
- changes in laws and regulations relating to the industry in which we operate changes in government policies and regulatory actions that apply to or affect our business;
- developments affecting the Indian economy; and
- Inability to meet our obligations, including repayment, financial and other covenants under our debt financing arrangements.

For a further discussion of factors that could cause our current plans and expectations and actual results to differ, please refer “*Risk Factors*”

## **Summary**

### **Incorporation details**

TWEX Ltd (TAG World Exchange Ltd.) is a start-up company incorporated as on 25<sup>th</sup> July 2017 in England and Wales with registered number 10881833. The Company's registered office is located at the address specified in the Directory.

Company is generally subject to the laws of England and Wales.

### **Documents available for inspection**

Copies of the following documents are available for inspection at the Issuer's websites:

- a. the memorandum and articles of association of the Issuer;
- b. the Prospectus;
- c. the Broacher
- d. the corporate presentation
- e. Unique Selling Proposition & Architecture Overview
- f. Unique Selling Proposition
- g. The unaudited financial statements of the Issuer, when published.

## Definitions

Words and expressions defined in the TWEX Prospectus shall have the same meanings when used in these Conditions and the Certificate on which they are endorsed unless the context otherwise requires.

|   |   |
|---|---|
| “TWEX Ltd.”, “Tag World”, “We” or “us” or “our Company” or “the Issuer” | Unless the context otherwise requires, refers to TWEX Ltd., a Company incorporated under the jurisdiction of England and Wales vide a certificate of incorporation dated 25th July 2017 an having its registered office at 71-75 Shelton Street Covent Garden, London, WC2H 9JQ, Unite Kingdom. |
| “you”, “your” or “yours”  | Prospective investors in this Issue.  |
| Board/ Board of Directors/ Our Board                                    | The Board of Directors of our Company, including all duly constituted Committees thereof.   |
| Director(s)   | Director(s) on the Board of our Company, as appointed from time to time   |
| TWIN Tokenized Preferred Shares (TPS)                                   | The Tokenized Preferred Shares of our Company of a value of `0.45 Euros each unless otherwise specified in the context thereof.   |
| Preferred Shareholders  | The holders of the Preferred Shares   |
| Registered Office   | The registered office of our Company situated at 71- 75 Shelton Street Covent Garden, London, WC2H 9JQ, United Kingdom.   |
| Allot / Allotment /Allotted   | Unless the context otherwise requires, allotment of the Tokenized Preferred Shares pursuant to the Issue of Preferred Shares to the successful Applicants.  |
| Applicant   | Any prospective investor who makes an application pursuant to the terms of the Prospectus and the Application Form  |
| Business Day  | Any day on which commercial banks are open for the business   |

|                    |   |
|--------------------|---|
| Client ID          | Client identification number of the Applicant's beneficiary account.  |
| Issue Opening Date | The date on which the Issue opens for subscription. In this case being 23 <sup>rd</sup> August 2018                 |
| Issue Price        | refers to the value per share i.e. 0.45 Euros each  |
| Blockchain         | Refers to a digital ledger in which transactions made are recorded chronologically and publicly.                    |
| FIAT Currency      | Refers to currency that a government has declared to be legal tender, but it is not backed by a physical commodity. |



## **Certain Conventions, Use of Financial Information and Market Data and Currency of Presentation**

In this Prospectus, the terms “we”, “us”, “our”, the “Company”, “our Company”, “TWEX Ltd.” and “TAG WORLD”, unless the context otherwise indicates or implies, refers to TWEX Ltd.

### **Certain Conventions**

All references in this Prospectus to the “U.K” are to United Kingdom.

### **Currency and units of presentation**

In this Prospectus, unless the context otherwise requires, all references to „EUROS“ or „EU“ or „€“ are European Euros, the official currency of the European Union. Any percentage amounts, as set forth in "*Risk Factors*", "*Business Overview*", "*Management's Discussion and Analysis of Financial Conditions*" elsewhere in this Prospectus, unless otherwise indicated, have been calculated based on our Management analysis and Financial Projections.

### **Industry and Market Data**

Unless stated otherwise, industry and market data used throughout this Prospectus has been obtained or derived from internal Company reports and industry and government publications, publicly available information and sources. Industry publications generally state that the information contained in those publications has been obtained from sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although, our Company believes that industry data used in the Prospectus is reliable, it has not been independently verified. Further, the extent to which the industry and market data presented in the Prospectus is meaningful depends on the reader's familiarity with and understanding of, the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which we conduct our business, and methodologies and assumptions may vary among different industry sources.

## **Business Overview**

Tag World platform is a crowd-lending platform allowing investors to invest funds in new companies using smart contracts. The platform will also offer all available information related to each company (their web sites, their filings and any other pertinent information that will enable potential investors to learn about the contemplated offering)

Tag World Ltd. ("TWEX") is a platform that allows anyone to buy and sell TWIN Preferred Shares and Smart Contracts for Capital repayment and Smart Contracts for Profit Participation in each company traded on the Platform. It also provides a wide range of services, which offers learning and informational environment about products, and lives of companies as well as more information about the people behind the products and companies.

## **The Offering**

The Initial Offering for TWIN Preferred Shares will commence on 23rd August 2018. A maximum of 49,000,000 TWIN Preferred Shares will be issued during the offering through Smart Contract system. Each Preferred Share will be valued at 0.45 Euros each at inception.

### **TWIN Tokenized Preferred Shares**

The total supply of TWIN Tokenized Preferred Shares is Forty-nine Million Preferred Shares (49,000,000)

TWIN Tokenized Preferred Shares are non-inflationary and are based on real world economies. TWIN Tokenized Preferred Shares are proof of membership of their holders in the TWEX Ecosystem and entitle them benefit from the profit generated by the payment of all Funded Companies of 1.5% of their Gross Sales. However, under no circumstances TWIN Preferred Shares holders can be considered as shareholders of the TAG World Platform, TWEX Ltd., TAG Investment Bankers Ltd, TWEX Ltd Portugal branch and/or any of their associated companies.

TWIN Tokenized Preferred Shares are not and shall not be considered as securities. No Preferred Shareholder will be authorised to the right to vote at any company meeting. Dividend on the shares will be paid as per the "Profit Generation" clause below.

#### **Rate:**

Price per TWIN Preferred Share is 0.45 Euro.

#### **Minimum Subscription**

A minimum of 10 TWIN Tokenized Preferred Shares

#### **Currency accepted**

FIAT Currency only

Please consult "[www.twex.eu](http://www.twex.eu)" website for more information the day the offering starts.

#### **Profit generation**

Each TWIN Preferred Share is entitled to a portion (1/49,000,000) of the net profits generated by the TWEX Ecosystem. Said profit is generated by the collation of all funds paid by companies that benefitted from the initial investment derived from the offering. Each such company is obligated to pay TWEX Ltd 1.5 % of total sales. One per cent is to be distributed among TWIN Preferred Shareholders and half a per cent to be used by TWEX Ltd to ensure that TWEX continues to exist. 30 % of all profits generated by TWEX will be redistributed among all Holders.

#### **Payment**

- a. Effecting a payment by an Investor shall be deemed as such Investor having accepted all the terms and conditions contained in this Prospectus and shall also be deemed as an agreement to purchase the TWIN Preferred Shares in accordance with this Prospectus.
- b. Only the currencies listed above will be accepted as payment for the TWIN Preferred Shares.
- c. The payments made by the Investors are not refundable in case of any factors that would hinder the offerings success.

### **Address for receiving payments**

- a. The addresses to receive payments for the TWIN Preferred Shares will be determined and announced by the Issuer. Each Investor shall make payment to such addresses as indicated by the Issuer through which he/she intends to participate in the offering.
- b. The addresses mentioned above will be the only valid addresses for receiving payments for the TWIN Preferred Shares. Sending to any other address will neither be recognized by the Issuer as a valid payment hereunder nor entitle the sending person to claim any TWIN Preferred Shares.

### **Dealings**

No application has been or will be made to any stock exchange for the Tokenized Preferred Shares to be listed, dealt in or otherwise publicly traded.

### **Modification of rights**

The Provisions of the TWIN Tokenized Preferred Share and the rights of the Preferred Shareholders against the Issuer may from time to time be modified, abrogated or compromised in any respect with the sanction of a Special Resolution and with the written consent of the Issuer.

### **Cancellation of the Offer**

The Issuer reserves the right, in its absolute discretion, to cancel the Offer and the issue of the Preferred Shares at any time prior to the end of the Offer Period. If such a cancellation event occurs, all subscription monies (without interest) for such Preferred

Shares to each applicant at the applicant's risk by no later than 30 days after the date on which the Offer of the Preferred Shares is cancelled. Subscription monies will be returned by cheque mailed to the applicant's address (where provided by the applicant) or by interbank credit transfer back to the bank account from which such monies were first received or by any other method the Issuer deems appropriate.

### **Time and dates**

The Issuer shall, at its discretion, be entitled to amend the dates when the Subscription Forms are to be dispatched or amended or extended, the latest date for acceptance under the Offer and all related dates and timings in this Prospectus.

### **Price**

The price of each TWIN Tokenized Preferred Shares for offering is static and does not vary at inception. Variations in value will only come if there is a higher demand than the amount of Preferred Shares available for sale.

### **Delivery of proceeds**

All funds received from offering will be automatically distributed on pro rata basis as long as the minimum target requested by Target Company is reached. If that is not the case, then a vote will be conducted among all Preferred Shareholders owners to determine which company gets funded first.

Amount for project / Total amount to be raised % Multiplied by actual amount raised.

### **NOTE:**

Notwithstanding anything to the contrary stated herein, delivery of the TWIN Preferred Shares for offering to each Investor will be conditioned upon the satisfaction of all of the following:

- a. the platform through which the Investor has participated in the Campaign correctly follows the TWIN Preferred Shares claim procedure as indicated by the Issuer; and
- b. the Investor provides such information and takes such actions as requested by the Issuer for claiming his/her purchased TWIN Preferred Shares.

The Issuer does not guarantee that each Investor will satisfy all the conditions mentioned above. Each Investor shall only claim his/her purchased TWIN Preferred Shares from the relevant platform through which he/she has participated in the

offering. The Issuer will not directly deliver any TWIN Preferred Shares to any Investor. Each Investor shall be responsible for keeping TWEX WALLET (including hardware wallet) intact and secured at any time. The Issuer shall not be held liable for the TWEX WALLET of any Investor being hacked, stolen or lost, in which case the delivery of purchased TWIN Preferred Shares could fail, become impossible or be miss-sent.

#### **Pre-delivery assignment**

The TWIN Preferred Shares for offering that are purchased by an Investor shall only be claimed by that Investor. No Investor shall be entitled to assign or transfer, or attempt to assign or transfer, his/her right to claim any TWIN Preferred Shares hereunder to any other person, no matter with or without consideration. All such assignments are prohibited and will be neither valid nor recognized by or binding on the Issuer.

#### **Post-delivery attention**

Each Investor shall have the sole responsibility to attend to and take care of the TWIN Preferred Share delivered to him/her. Issuer shall not be liable to any extent for any TWIN Preferred Share loss or theft of any Investor after the delivery, for whatever causes such loss or theft could have occurred.

## Use of Proceeds

We plan to use all of the proceeds for general corporate purposes and client companies funding requirement, including accounting, legal and marketing activities. In addition, we may use a portion of the net proceeds to acquire complementary technologies or businesses. However, we currently have no commitments or agreements and are not involved in any negotiations with respect to any such transactions. The proportions in which the proceeds are to be used are to be distributed in the manner stated below:

### **70% for Client Companies**

Utilizing the amount for Client Companies fund raising

### **10% for Research & Development**

1. Redesign and improvements to UI/UX
2. Development for new features post TWIN Preferred Share launch
3. Cost to hire and maintain a team of expert advisors, researchers, and coders for continuous development and safeguard of the system

### **5% for Contingency fund**

The contingency fund is a reserve to potentially deal with severe and unexpected events, for example network hacking, customers' data breach, and lawsuits.

### **5% for Partnership**

This part of the fund will be utilized in development of strategic partnership in order to bring close technological (university/labs), regulatory and business collaboration. It will also enable us to negotiate with outsiders and pay their fees in order for the TWIN Preferred Share to be traded outside of our Platform and on third party Platforms.

### **10 % for Marketing**

Promote Issuer's technology by increasing awareness and knowledge of the TWEX platform and Issuer's Hardware wallet to help all the future stakeholders to figure out what can be built with it.

These are approximate proportions. Variations may occur according to the platform requirements.

## Risk Factors

The Issuer believes that there are numerous risks involved in the development, maintenance and running of the Company, many of which are beyond the control of the Issuer. Each Investor should peruse, comprehend and consider carefully the risks described below in addition to the other information stated herein before deciding to

participate in the offering, the TWIN Preferred Shares lie in cyberspace only without physical presence and hence do not fall within or pertain to any specific jurisdiction. Participating in the offering shall be an action based upon prudent decision and will be deemed as the relevant Investor having been fully aware of and agreed to take all the risks below:

#### **Termination of the OFFERING Campaign**

The OFFERING Campaign may be terminated, in case of which an Investor may not be refunded with his/her payment as a result irrespective of the soft cap being attained or not.

#### **Security Weakness**

Regardless of the Issuer's effort to keep the system secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements which the security measures adopted by the Issuer is unable to prevent or remedy. This may consequently result in the loss of TWIN Preferred Shares held by an Investor.

#### **Unfavourable fluctuation of currency value**

The proceeds of the sale of TWIN Tokenized Preferred Shares will be denominated in Euros and may, at Issuer discretion, be converted into other currency denominations. If the value of other currencies fluctuates unfavourably during or after the Sale Period, the Issuer may not be able to fund development, or may not be able to maintain the Platform in the manner that it intended.

#### **Blockchain Technology**

Blockchain is evolving and cannot guarantee absolute security at all times. Advances in the technology, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all blockchain-based systems. This could result in the theft, loss, disappearance, destruction or devaluation of the TWIN Preferred Shares held by any person. To a reasonable extent, the Issuer will be prepared to take proactive or remedial steps to update the protocol underlying the issuer in response to any advances in blockchain and to incorporate additional reasonable security measures where appropriate. The future of blockchain or security innovations is unpredictable while the Issuer will try its best to accommodate the continuing changes in the domains of blockchain and security.

#### **Update of Source Code**

The source code of the Issuer is open and could be updated, amended, altered or modified from time to time by any member of the Issuer. Nobody is able to foresee or guarantee the precise result of an update, amendment, alteration or modification. As a



result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the Issuer's operation or TWIN Preferred Shares' value.

#### **Unauthorized Claim of TWIN Preferred Shares**

Any person who gains access to the Investor's registered email or registered account by deciphering or cracking the Investor's password will be able to claim the purchased TWIN Preferred Shares in bad faith. As such, the relevant purchased TWIN Preferred Shares may be missing to that person, which sending is not revocable or reversible. Each Investor shall take care of the security of his/her registered email and registered account throughout by taking such actions as:

- a. Using a highly secure password;
- b. Refraining from opening or responding to any scam emails;

#### **Insufficient Information Availability**

The Issuer is at the stage of development as of the date of this Prospectus and its philosophy; consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the TWEX Whitepaper has contained the then up-to-date key information of the Issuer, it is not absolutely complete and is subject to adjustments and updates that the Issuer might make from time to time for certain purposes.

The Issuer is not in a position, nor obliged, to keep the Investors closely posted on every detail of the Company's development (including its progress and expected milestones whether rescheduled or not) and therefore will not necessarily provide the Investors with timely and full access to all the information relating to the Company that may emerge from time to time. The insufficiency of information disclosure is inevitable and reasonable. Similarly the Company is not obligated to give any reports on the health of its main employees and management.

#### **Liquidity**

The TWIN Preferred Share is not issued by any government individual, entity, central bank or national, supra- national or quasi-national organization, nor do any hard assets or other credit back it. The circulation and trading of TWIN Preferred Shares on the market are not what the Issuer is responsible for or pursues. Trading of TWIN Preferred Shares merely depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any TWIN Preferred Shares from any TWIN Preferred Shares holder (including the Investors). Nor does anyone guarantee the liquidity or market price of TWIN Tokenized Preferred Shares to any extent at any time. To divest his/her TWIN TPS portfolio, a TWIN Preferred Share holder would have

to locate one or more willing buyers to purchase the same at a mutually agreed price, which attempt could be costly and time-consuming and does not necessarily bear fruit.

### **Lack of an Operating History**

As the TWEX crowd-lending platform is a start-up there is no past base for an operative history.

### **Development Failure or Abortion**

The Issuer is still in the process of development for its hardware wallet even if it is ready to launch. Due to the any complexity of the Issuer's system, the Issuer could be faced with unforeseeable and/or insurmountable difficulties from time to time. Accordingly, the development of the issuer could fail or abort at any time for any cause (including insufficiency of funds). Although the hardware wallet will be licensed and registered but, the development failure, theft of idea or abortion would result in huge loss to the Issuer.

### **Theft of Offering Proceeds**

There may be attempts to steal the offering proceeds received by the Issuer. Such theft or attempted theft may impact the ability of the Issuer to fund the companies listed with it and hinder the issuance of the TWin Preferred Shares and of the smart contracts issued by each company listed with us. While the Issuer will adopt cutting-edge technical solutions to keep the offering proceeds safe, certain cyber-thefts could be hardly unpreventable.

### **Regulatory Measures**

The Tokenized Preferred Shares are being, or may be, overseen by the regulatory authorities of various jurisdictions. The Issuer may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the offering, Issuer's development or the TWIN Tokenized Preferred Shares.

The development, marketing, promotion or otherwise of the Issuer may be seriously affected, hindered or terminated as a result. And since regulatory policies could change from time to time, existing regulatory permission or tolerance on the Issuer or the Campaign in any jurisdiction could be just temporary.

TWIN Preferred Shares could be defined from time to time as virtual commodity, digital asset or even securities or currency in various jurisdictions and therefore could be prohibited from being traded or held in certain jurisdictions pursuant to local regulatory requirements.

## **TWEX Platform**

The TWEX crowd-lending platform is innovative and different from other exchanges as it combines trading of capital and profit contracts via smart contracts when it matters most to these contract owners along with crowd lending potential for funds recipient companies. A private investment by definition is illiquid. We at TWEX enable companies to pay back on a timing of their choosing and amounts that most correspond to their capacity to pay back.

## **Components**

The system has three major components:

- The TWEX Platform
- TWIN Tokenized Preferred Shares (TPS) & Smart Contracts
- The Secured Wallet service for Issuer's own Platform

## **The Service Area**

The service area allows us to offer visitors the possibility to have more information about each company:

- Registered Localization
- Financial situation
- The team members
- Real time company events
- The roadmap for the development of the project
- Contemplated development of the target company after a lending infusion.
- New products line up as applicable

The trading module on the platform allows trading of:

- a. TWIN Tokenized Preferred Shares
- b. SMART contracts

## **The TWIN Tokenized Preferred Shares (TPS)**

Preference Shares issued by TWEX are registered on the Blockchain, holding no equity rights or voting rights. But hold profit participation rights. TWIN TPS or the TWIN Tokenized Preferred Shares are preferred shares issued by a company - only difference we are registering it on the block-chain with its inherent payment

structure. As there is no equity involved we do not have to register with anybody except with the companies' charter.

Similar to usual Preferred Shares, TWIN TPS holders too are entitled to receive their claims prior to the equity shareholders of the organisation during the winding up of the company. Only difference being that instead of fixed dividend investors will get paid as per the Profit Generation clause stated below.

Thus, the issued Tokenized Preferred Shares will hold the following rights:

- a) Priority and seniority against all other debtors of the company– in case of bankruptcy holders are paid first,
- b) No voting rights,
- c) No equity rights,
- d) No convertibility rights,
- e) Capital payable on agreed upon timetable
- f) Gives right to the owner to profit participation

The TPS are traded and the value changes as per the movement on the platform. This is connected with the performance of the SMART contracts. SMART contracts too are traded with movement guided by NPV of the SMART contract. A SMART contract NPV calculator has been provided to guide investors" make the decision for BUY or SELL. A complete BUY-SELL-TRANSFER-SETTLEMENT process has been incorporated in the trading module.

Valuation is based on the existing, future and or both assets valuation and potential of the companies. Then Issuer's proprietary algorithm will ensure that said price matches acquisitions, sales, offer and demands as given to us by the entities that enable sales.

The number of the TWIN Preferred Shares for offering is 49,000,000 in total, which represents the maximum number of TWIN Preferred Shares available during the offering. Each Investor shall be entitled to purchase a maximum of 350,000,000 TWIN Preferred Shares out of the offering subject to:

- a. availability of the TWIN Preferred Shares through which he/she participates in the Offering; and
- b. the remaining number of the TWIN Preferred Shares that has not been sold by then.

The Issuer is not obliged or committed to sell all of the TWIN Preferred Shares during the offering. Certain number of TWIN Preferred Shares will be retained for the management. TWIN Preferred Shares that are not yet purchased by the close of the Payment Window will be retained by the Issuer for subsequent offering or private sale in its sole discretion or burned in order to maximize value of already sold Preferred Shares. Management will be solely responsible of making such determination when the time comes.

## Smart Contracts

The TWEX smart contract design follows a very modular contract structure making it easy to split functionalities to upgrade or reuse parts. The current implementation consists of over two main smart contracts describing all the process for investment, payments, period, capital and reimbursement between stakeholders. All of them will be written in Solidity Language. At the beginning of the venture we will only offer trading on Smart Contracts issued by all recipients of TWEX investments. Irrespective of the amount invested and the number of TWIN Preferred Shares issued, investor will receive on a pro-rated basis, smart contracts from each company traded on TWEX platform at time of inception. Each contract will be independently traded on TWEX platform and available for purchase and sale based on owner's timetable. The aim is to enable other smart contracts issued by other companies on other platforms to trade on TWEX in the future. Valuation of the smart contracts is based on an in-house algorithm developed by our team that incorporates Probability, Statistics, Net Present Value, Market Interest rates in Euros and Audits of companies issuing the targeted contract. Then irrespective of same, owner of the individual contract can independently price his or her contract based on urgency to sell.

## User Profile

TWEX LTD. is designed for:

1. Investors who can afford to tie their monies for three years or more;
2. Investors who want to diversify their portfolio internationally.
3. Investors who want to invest in local communities around the World and thus enhance and embrace the globalization trend that has taken over the World.
4. Investors who are not limited by geographical and obscure views but that are rather opened to the World and attuned to the new ways of this ever growing, empowering and constantly changing World and work environment laced with humongous potential.
5. Investors who are forward thinkers and who have a global view of the World, its risks and its ever growing potential

## The Secured Wallet Service

The wallet is essentially a software program which stores cryptographic keys and interacts with blockchain for users to make transactions as well as checking their balances. Unlike a traditional wallet in your pocket, the wallet, doesn't store currency, but instead stores all the private keys associated with the generated wallet addresses. Those private keys are utilized to unlock the funds in your wallet and sign off the ownership.

The TWEX Hardware Wallet is design to ensure a total protection of your data & your TWIN TPS. The TWEX Hardware Wallet provides the latest security biometric technology; it is based on cognitive algorithm that is coupled with facial recognition and thumbprint recognition. Moreover, a smartcard will be implemented to store private keys and



prevent any theft of customer's data keys. There are 4 parts to the device:

1. Fingerprint scan plate
2. Face scan with camera
3. Display to show the status of a transaction/scan
4. Charging point to charge device.

The TWEX Hardware Wallet will be also offered to other Platforms, Banks, etc. on Lease around the World in a decentralized way that ensures a total protection of local data.

A hardware wallet is a special type of wallet which stores the user's private keys in a secure hardware device. The hardware creates an isolated environment which keeps your private keys safe on a secure chip. This is an important feature because you use private keys to sign your transactions as well as to recover your address. These hardware wallets are also considered cold wallets because they isolate your private keys even when they are connected to the internet. They have major advantages over standard software wallets. Hardware wallets are immune to computer viruses that steal from software wallets. The private keys are stored in a protected area of a microcontroller, and cannot be transferred out of the device in plaintext.

To date there have been no incidents of BITCOINS stolen from hardware wallets. Hardware wallets are relatively new, but at least for the time being they have maintained a good track record, unlike the numerous incidents of BITCOIN theft from Internet-connected computers.

There are several advantages to hardware wallets:

1. Private keys are never exposed to your computer.
2. Your hardware requires you to confirm a transaction on your device (not the app on your computer) before any coins can be spent.
3. Most hardware's are encrypted with pin #'s, like your debit card, which adds another layer security.
4. The hardware company's software is usually open source which allows users to validate the entire operation of the device.
5. Hardware wallets can host multiple currencies.

**Non-financial nature of TWIN Preferred Shares**

Being merely the virtual fuel for the running of the OFFERING, by nature TWIN Preferred Shares are NOT and shall in NO case be understood, deemed, interpreted or construed as:

- a. any kind of currency or money, whether fiat or not;
- b. any commercial paper or negotiable instrument;
- c. any form of investment contract between the relevant holder and any other person;
- d. any commodity or asset that any person is obliged to redeem or purchase.
- e. any traditional securities.

**Appropriation**

Profits will be generated as follows:

1. Funds derived from the sale of the security device even if at a low cost - still factor in 3 Euros maximum per device sold,
2. 0.5 % of increase of sales of each company paid to the holder
3. Licensing of TWEX Hardware Wallet once it is in place for use by all other platforms,
4. Use of our wallet/security device by banks and governments alike - payments of licensing fees.
5. Trading fees charged for each smart contract traded on the Platform

All companies listed on our Platform pays 1 % of their sales to the TWEX Ecosystem with an extra 0.5 % being paid to enable us to continue to run the business and platform. TWIN Preferred Share owners are also entitled to 30 % of our profits as explained herein above. 10 % of our profits are also going to be used to buyback TWIN TPS.

## **How to qualify to buy TWIN Preferred Shares**

Please be advised that in order to be accepted as a valid participant to acquire TWIN Preferred Shares you must first:

1. Create an account on the TWEX Platform
2. Submit a full KYC package on you plus Origination of funds for all amounts over 3,000 Euros,
3. Proof of address,
4. US buyers who are interested in our Preferred Shares have to comply with US SEC Rules regarding definition and qualification as an accredited investor. If said buyer falls under said category then and only then, under its own recognizance it can acquire our Tokenized Preferred Shares.

### **Eligibility for participation**

4. The Investor shall meet certain qualification requirements set forth in the Prospectus to participate in the offering. Furthermore, they shall participate in the offering only within such period and in such manner as set forth in the offering Prospectus.
5. Only the currencies listed below will be accepted as payment for purchasing the TWIN Preferred Shares offered in the offering. The number of TWIN Preferred Shares to be purchased will be determined by the TWIN Preferred Shares price set forth in the Prospectus.
6. Payment for purchasing TWIN Preferred Shares will be non- refundable. So Investors shall be convinced of their desirability to participate in the offering before making any payment. Among others, Investors shall give full considerations to all such risk factors as set forth in the updated, changed or fine-tuned at such time and in such manner as the Issuer may think appropriate.
7. The Issuer disclaims any representation, warranty, commitment or liability other than those expressly stated in the Prospectus. Investors will not be entitled to any claim against the Issuer for whatever the Issuer is not expressly committed to or responsible for

The Issuer reserves the right to conduct “know your customer” exercise and any other kind of customer due diligence on investors at any time (including after the close of the offering). If the Issuer discovers that the purchase of TWIN Preferred Shares violate this Agreement or any anti- money laundering, counter-terrorism financing or other regulatory requirements, purchase of TWIN Preferred Shares under the Issuer shall be invalid with retroactive effect and the Issuer shall be entitled to immediately terminate this Agreement with the Investor, deny access to the offering, reject delivery of any TWIN Preferred Shares and request return of any delivered TWIN Preferred Shares, irrespective of any payment that the Investor could



have made.

## **Investor Expenses**

On Issuer's site, everything is free as long as the user is a registered user that enables the Issuer to do a KYC and has submitted all such documents to Issuer in advance.

## **Functioning of the Platform**

By releasing Preferred Shares, the Issuer invites all participants (traders, investors, forecasters, analysts, data scientists, mathematicians and the TWEX team) to become creators of TWEX ecosystem. Each TWIN Tokenized Preferred Share holder can obtain total access to TWEX's signals, services, information, and analytical products.

TWEX platform is innovative and different from other platforms as it combines trading of capital and interests contracts via smart contracts when it matters most to these contract owners along with crowd lending potential for funds recipient companies.

Once the TWEX Ecosystem blockchain is populated with sufficient activity data, the further role of the TWEX is to facilitate trading of smart contracts among parties in the ecosystem.

- 1) TWEX has created a private crowd-funding platform—[www.twex.eu](http://www.twex.eu) for sale of our Preferred Shares
- 2) Investments on said platform can be made using USD, Euros, Pounds, or any other Currency.
- 3) TWIN Preferred Shares can be acquired in FIAT Currencies such as US Dollars, Euros, Pounds and any other currency freely convertible to Euros.
- 4) Each TWIN Tokenized Preferred Share is valued at forty-five cents Euro per Preferred Share at inception (0.45 €).
- 5) TWEX is developing a unique Ecosystem that will enable its users to earn money from profits generated by each client company traded on the TWEX Platform.
- 6) Each investor investing in the initial funding round will invest in all companies trading on its platform. All funds will be divided on a pro-rata basis among all companies present.
- 7) TWEX enables each such investor to trade his or her investment positions as a whole or as a stripped investment on its proprietary platform.

- 8) TWEX enables investors to have a clear view of their investments with a fraud free environment based on blockchain technologies combined with hyper ledger.
- 9) Similarly TWEX enables investors to invest in various types of companies chosen by its Board and where each has the potential to rapidly expand and potentially earn profits.
- 10) Each investment is automatically allocated to each target company based on (fund required divided by total targeted amount) % multiplied by amount raised.
- 11) Each such investment generates capital and profit participation contracts that can be traded separately and are uniquely identifiable on our platform following an in-house referencing system that assign a specific symbol to each investment.
- 12) Each such investment also generates an equal amount of TWIN Preferred Shares based on a one for one basis at inception – One TWIN Tokenized Preferred Share equals forty cents Euro.
- 13) The total amount of Preferred Shares will not exceed Five Hundred Million at inception and cannot be increased.
- 14) Each TWIN Preferred Share bear no voting rights but has all the rights associated with the TWIN Preferred Share as described herein.
- 15) Each TWIN Preferred Share holder is entitled to a share of the profits created by participating companies' recipient of initial funding.
- 16) TWIN Preferred Shares will be bought back later with funds available from earned profits (10 %) at market value.
- 17) TWEX Ecosystem will earn money from the payments made by each participating company and via the lease of its proprietary ground breaking TWEX Wallet known as the TWAL.

### **How to Get Listed on the TAG WORLD Platform**

Any potential candidate for listing on TWEX Platform must fully comply with all of Issuer's terms and conditions.

Terms and Conditions for Companies to be accepted on TWEX:

A) Applicant has to prepare and present the following documents:

1. Creation of a business plan. If you do not know how or are unable to do so, we can help you for a very small fee determined by the amount of work required;

2. Creation of an executive summary – derived from business plan;
3. Letter by the Founders explaining about their company;
4. The Offering: Amount required – capital repayment term and interest payment terms based on sales and profits before taxes solely
5. Use of funds detailed explanations;
6. Risk Factors;
7. Disclosures;
8. Management;
9. Audit/Financials;

B) Determination by Issuer's staff of eligibility – this can take up to one (1) month as long as applicant remits all documents mentioned herein above along with any other documents that might be requested timely.

C) Once declared eligible only then will the authorization to trade be granted to the applicant.

In the event of your submission being refused, you will be reimbursed back any unused funds in preparing your work paid out of the initial fee that was remitted to us.

D) After receipt of your paperwork as mentioned above, Issuer reserves the right to take up to 15 days to process your request and answer you. Please be advised that once the response is in your possession, you have 10 days maximum to answer all questions (if any) that might be asked by Issuer's legal or accounting staff regarding your company.

E) There is no time limit in determining eligibility and unless Issuer gets satisfactory answers to their questions, your authorization to trade will be delayed.

F) Issuer will adapt and use their standard Smart Contracts for your capital and interests repayments.

## Offering Participation

- a. Participation in the OFFERING is voluntary. No person will be deemed as committed or obliged to participate in the Campaign or purchase any TWIN Preferred Shares by visiting the Website, registering himself/herself with the Website, requesting or reading any materials (such as this Prospectus) made available by the Issuer or by communicating with the Issuer in any manner.
- b. Each person shall only participate in the OFFERING (as an **"Investor"**) through the [www.twex.eu](http://www.twex.eu) website approved by the Issuer.
- c. Each Investor will be deemed as having perused and comprehended this Prospectus in full (including the risk factors set forth in Chapter 2) and having voluntarily accepted all the warranties and disclaimers made and the risks disclosed hereunder. Furthermore, each investor will be deemed as having perused, comprehended and accepted the risk factors of each company traded on the Platform.
- d. Without prejudice to any "know your customer" exercise that may be separately conducted, the Issuer shall be entitled to take any action to identify any Investor at any time. If the Issuer conducts "know your customer" exercises or any other kind of customer due diligence to verify the identities of all or part of the Investors, the Investors concerned shall timely provide all such information and meet all such requests as may be sought or instructed.

## Representation and Warranties

To participate in the offering, and before taking any action with respect to TWIN Preferred Shares purchase each Investor shall represent and warrant that they have carefully read, understood and accepted the following documents:

- a. The Prospectus & Whitepaper of TWEX LTD. (the **"TAG WORLD PROSPECTUS"**)
- b. The Terms and Conditions of the site.
- c. The Privacy Policy.
- d. The Risk factors of all companies traded and of TWEX itself.

The documents identified above are available at "[www.twex.eu](http://www.twex.eu)", and are incorporated as integral parts to this Agreement. If an Investor has any question or

doubt on anything contained or unaddressed in any of these documents, they must send an email request to [info@twex.eu](mailto:info@twex.eu) Investors should refrain from purchasing any TWIN Preferred Shares until answered to their satisfaction.



The Investor shall further represent or warrant that:



- b. All the information submitted by him/her to the Issuer is true, complete, valid and not misleading;
- c. He/she is of sufficient age to participate and is a natural person with full civil capacity of conduct under the laws of the jurisdiction where he/she is domiciled or maintains citizenship;
- d. He/she is a seasoned investor, expert, technician and/or professional in the fields of blockchain, distributed ledger technology and Preferred Shares and is fully aware of the risks associated with the development and use of the TWIN Preferred Shares;
- e. His/her participation is voluntary and based on his/her own independent judgment without being coerced, solicited or misled by anyone else;
- f. He/she is permitted by the laws of each jurisdiction to participate in the OFFERING and is legally permitted to acquire, receive and hold Preferred Shares;
- g. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or this document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction;
- h. He/she only uses such Preferred Shares as lawfully acquired and does not participate for any money- laundering, terrorism financing, illegal or other illicit purposes;
- i. He/she is participating for his/her own benefit and is not acting as a nominee or agent for or on behalf of any third party (Except if specifically communicated to and permitted by the Issuer in advance)
- j. All the above representations and warranties made by an Investor shall be true, complete, accurate and non-misleading on and from the date of that Investor making a payment hereunder throughout the offering and onwards. The Issuer reserves the right to reject and invalidate the payment by, and withhold the relevant TWIN Preferred Shares from; any Investor who has made a false representation, this being the sole judgment of the Issuer.

## Jurisdiction

- TWIN Preferred Shares shall be governed by and construed in accordance with UK, US, Europe and Indian Law and the law of UK will prevail in case of conflicts to settle any disputed which may arise in connection with this TWIN Preferred Share.
- To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.
- If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the International Chamber of Commerce under the applicable law.

## Companies Listed on our TWEX Platform

|   |   |
|---|---|
|  | <p style="text-align: center;"><b>ADSL</b></p> <p>The Company is engaged in multi-line businesses in the animation-related industry, with the primary focus on production, distribution of animation movies, films, clips, advertisements with both features of audio and video and motion pictures also dubbing, design, programming of animation clips and providing other services including marketing, web developing , legal etc. in countries like UK, Andorra and India. The Company is seeking 4,500,000 Euros</p>  |
|  | <p style="text-align: center;"><b>Joy Hotel &amp; Resorts Private Limited</b></p> <p>The Company was incorporated as a Public Limited Company .The Name of the Company was changed from Blue Coast Hotels and Resorts Ltd. to Blue Coast Hotels Ltd. with effect from 29th October, 2009. BCHL forayed into the Hospitality sector in 1996 with an acquisition of a 45 acre parcel of land in Goa where it built its flagship property 'Park Hyatt Resort &amp; Spa'. At present the company owns Park Hyatt Goa Resort &amp; Spa, a 5 Star Deluxe Beach Resort at Arossim Beach, Goa; MGM Grand New Delhi and Sheraton Chandigarh.</p> |

|   |  |
|---|--|
|  | <p style="text-align: center;"><b>Technovaa Plastic Industries Pvt. Ltd</b></p> <p>TPIPL was set up in FY 2011. It is located in Gujarat, 50 kms. from the city of Ahmedabad. TPIPL is a leader in the Cast Polypropylene (CPP) and Stretch film industry.</p> <p style="text-align: center;">The company is seeking: € 20,000,000.</p>  |
|  | <p style="text-align: center;"><b>FundTonic Service Private Limited</b></p> <p>FundTonic Co-Working Spaces and Incubation Centres: Started May 2017 onwards. Mumbai Centre: Started our first centre in Mumbai of 150 seats under 10,000 sq.ft. in May 2017. We are the first co-working space to have achieved break-even within 6 months of operations and increase an over capacity i.e. 175 seats occupancy within 10 months of operations. The company is seeking € 2,500,000</p> |

Other companies will be added at a later date. Please consult our website periodically to learn about new ventures or subscribe to our newsletter on our website:

**[www.twex.in](http://www.twex.in)**

## INVESTMENT RESTRICTIONS

Company's investment program is speculative and entails substantial risks. Market risks are inherent in all investments to varying degrees. No assurance can be given that company's investment objective will be realized. An investor may lose some or all of their investment (see further under the section headed "risk factors")

## **Terms & Conditions**

### **SECRECY**

No Shareholder shall be entitled to inspect the Company's work without permission of the Managing Director/Directors or to require discovery of any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the Managing Director/Directors will be inexpedient in the interest of the Shareholders to communicate to the public.

### **Duties of the officer to observe secrecy**

Every Director, Managing Director, manager, Secretary, Auditor, trustee, members of the committee, officer, servant, agent, accountant or other Persons employed in the business of the Company shall, if so required by the Director before entering upon his duties, or any time during his term of office, sign a declaration pledging himself to observe secrecy relating to all transactions of the Company and the state of accounts and in matters relating thereto and shall by such declaration pledge himself not to reveal any of such matters which may come to his knowledge in the discharge of his official duties except which are required so to do by the Directors or the Auditors, or by resolution of the Company in the General Meeting or by a court of Law and except so far as may be necessary in order to comply with any of the provisions of these Articles or Law. Nothing herein contained shall affect the powers of the central government or any officer appointed by the government to require or to hold an investigation into the Company's affair.

### **DISTRIBUTION OF ASSETS IN SPECIE OR KIND UPON WINDING UP**

(a) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act divide amongst the Shareholders, in specie or kind the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different classes of Shareholders.



(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other Securities whereon there is any liability.

## **Notices**

- A notice to be given to or by a Preferred Shareholder under the TWIN Preferred Share or the Conditions shall be in writing.
- A notice or other document may be given to a Preferred Shareholder by the Issuer either personally or by sending it by first class post in a pre-paid envelope address to the Preferred Shareholder at his registered address, or by leaving it at that address (or at another address notified for the purpose) in an envelope addressed to the Preferred Shareholder.
- In the case of joint holders of any Preferred Shares, a notice or other document shall be given to whichever of them is named first in the Register in respect of the joint holding and notice given in this way is sufficient to all joint holders.
- If a Preferred Shareholder (or, in the case of joint holders, the person first named in the Register) has a registered address outside India but has notified the Issuer of an address in India at which notices or other documents may be given to him, he is entitled to have notices given to him at that address, but otherwise no such Preferred Shareholder or person is entitled to receive a notice or other document from the Issuer.

A notice or other document addressed to a Preferred Shareholder at his registered or address for service in India is, if sent by post, deemed to be given within 24 hours if pre-paid as first class post and within 48 hours if pre-paid as second class post after it has been posted, and in proving service, it is sufficient to prove that the envelope containing the notice or document was properly addressed pre-paid and posted. A notice or document not sent by post but left at a registered address or address for service in India is deemed to be given on the day it is left.

- A person who becomes entitled to a Preferred Share by transmission or otherwise is bound by a notice in respect of the Preferred Share, which, before his name is entered in the Register, has been properly served on a person from whom he derives his title.

## **TAX COMPLIANCE**

Each Investor shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading or divestment of TWIN Preferred Shares(whether purchased during the Offering or otherwise acquired). And each Investor shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her non-payment, underpayment, undue payment or belated payment of any applicable tax. The Issuer gives no advice and makes no representation as to the tax implication of any Investor's participation in the Offering.

## **WAIVER**

The failure of the Issuer to require or enforce strict compliance by the Investor with any provision herein or the Issuers failure to exercise any right herein shall not be construed as a waiver or relinquishment of the Issuer's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Issuer of any provision, condition, or requirement of the Prospectus shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

## **SEVERABILITY**

If any portion of this Prospectus is held illegal or invalid, whether in whole or part, under the laws of any jurisdiction, such illegality or invalidity shall not affect the legality or validity of the rest of the Prospectus in that jurisdiction nor the legality or validity of the Prospectus in any other jurisdiction.

## **Liability Clause**

TWEX hereby expressly disclaims its liability, and shall in no case be liable to any person, for:

1. any person participation in the offering is in violation of any anti-money laundering, counter- terrorism financing or other regulatory requirements that are imposed in any jurisdiction;
2. any person's participation in the offering is in violation of any representation, warranty, obligation, covenant or other provision under this Prospectus, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased TWIN Tokenized Preferred Shares;
3. early termination of the offering for any reason;
4. failure or abortion of the Issuer's development and resulting failure to deliver the purchased TWIN Preferred Shares to the Investors;
5. delay or rescheduling of the Issuer development and resulting failure to meet any anticipated milestone;

6. any error, bug, flaw, defect or otherwise of the source;
7. failure of the TWIN Preferred Shares to meet any specific purpose, or unfitness for any specific use;
8. utilization of the proceeds raised through the offering;
9. failure to timely and completely disclose any information relating to the development of the Issuer;
10. any default, breach, infringement, breakdown, collapse, service suspension or interruption, fraud, mishandling, misconduct, malpractice, negligence, bankruptcy, insolvency, dissolution or winding-up of the Issuer;
11. any difference, conflict or contradiction between this Prospectus and an agreement between any parties;
12. trading or speculation of TWIN Preferred Shares by any person;
13. listing or delisting of TWIN Preferred Shares on or from any platform;
14. TWIN Preferred Shares being classified or treated by any government, quasi-government, authority or public body as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions;  
or any risk factors disclosed in this Prospectus and any damage, loss, claim, liability, punishment, cost or other adverse impact that is caused by, associated with, in connection with, incidental to or consequential to that risk factor.

## **Termination**

### **Termination Events**

Notwithstanding anything to the contrary contained herein, the Issuer shall be entitled to terminate the offering if any of the following events occur:

- a. The offering is held illegal or irregular under the applicable laws of any jurisdiction, is prohibited, banned or forced to cease by any government in any jurisdiction; and
  - b. The development of Issuer discontinues prior to the Launch as a result of any Force Majeure event and cannot be resumed within three (3) months.
  - c. For any cause the Issuer elects to terminate the offering prior to the close of the Payment Window by making an announcement on the Website;
  - d. The development of the Issuer is required by any applicable law to terminate;
- The Issuer shall have the full discretion to declare termination of the offering upon the occurrence of any of the above events while the Investors shall not be entitled to object to or deny the decision made by the Issuer.

## **Anti-money Laundering**

Measures aimed at the prevention of money laundering may require a participant in the offering to verify his identity and/or the source of funds to the Company. By way of example, an individual may be required to produce the original passport or identification card or copy duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with two original documents evidencing his address such as a utility bill or bank statement or duly certified copies. In the case of corporate applicants this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners. The details given above are by way of example only and the Company will request such information and documentation as it considers is necessary to verify the identity or source of funds of an applicant. Each offering participant acknowledges that the Company shall be held harmless against any loss arising as a result of a failure to provide such information and documentation as has been requested by the Company.

India has criminalized money laundering under the **Prevention of Money Laundering Act, 2002** (PMLA), as amended in 2005 and 2009. Investors participating in such practices shall be penalized according to this Act.

## Disclaimer

This Prospectus does not constitute a recommendation by the Company, the Directors, the Asset Manager or any other person, or advice to any recipient of this Information Memorandum, on the merits of participation on the platform. This Prospectus does not necessarily identify, or purport to identify, all the risk factors associated with Company. Prospective participants must make their own independent assessment, after making such investigations as they consider necessary, of the merits of participating. Prospective participants should consult and rely upon their own investment, accounting, legal and tax representatives and advisers as to such matters concerning Company and to evaluate independently the financial risks, consequences and suitability of an investment in Company, or if in any doubt about the contents of this Prospectus. Investment in Company carries substantial risk and may involve special risks that could lead to a loss of all or a substantial portion of such investment (see further under the section headed "Risk Factors").

Unless prospective participants fully understand and accept the nature of Company and the potential risks inherent in Company they should not invest in Company. Each prospective participant is wholly responsible for ensuring that all aspects of Company are acceptable to them. There can be no assurance that Company's investment objective will be achieved and investment results may vary substantially over time. Investment in Company is not intended to be a complete investment program for any investor.

Prospective participants should carefully consider whether an investment is suitable for them in light of their circumstances and financial resources.

Prospective participants should inform themselves as to the legal requirements within the countries of their nationality, residence, ordinary residence or domicile for such acquisition, any foreign exchange restrictions or exchange control requirements which they might encounter on acquisition or disposal of TWIN TPS and the income tax and other taxation consequences which might be relevant to the acquisition, holding or disposal of TWIN Preferred Shares.

IF THE PROSPECTIVE PARTICIPANT IS IN ANY DOUBT ABOUT THE CONTENTS OF THIS DOCUMENT THEY SHOULD CONSULT WITH THEIR ACCOUNTANT, LEGAL ADVISER OR OTHER PROFESSIONAL ADVISER BEFORE INVESTING.

