

SDX Token

Token Sale Agreement

Introduction

- A. The Company is a registered company in New South Wales, Australia.
- B. The Company is offering 10,000,000 SDX Tokens on the Ethereum Blockchain.
- C. The User has agreed to buy, and the Company has agreed to sell SDX Tokens according to the terms of this Agreement.
- D. The User, *inter alia*, is not located in an Excluded Country and acknowledges that the SDX Tokens are not registered with ASIC, are not offered as a financial product or derivative or managed investment scheme, and that investments in cryptocurrency tokens, such as SDX Tokens, are by their nature highly speculative and risky.

Operative clauses

1. Transfer of Token

1.1. At the time the User places an order for SDX Tokens, the User must:

- a) If transferring more than **AUD\$10,000** worth of cryptocurrency (as valued at the time of purchase), complete Know Your Customer (**KYC**) verification in accordance with clause 5 (User to Provide Information) by **1 October 2019**;
- b) Transfer the Required Contribution to the SDX Token Wallet address nominated by the Company in accordance with the following formula:

Purchase Amount * Purchase Price;
- c) If the User is transferring from a platform which allows the User to set a Gas limit, select 150000 as the Gas limit for the transaction (and if the User is using another method of Acceptable Payment, paying any gas or transaction fee for that payment to be processed);

1.2. If the User fails to complete KYC verification to the satisfaction of the Company in accordance with Clause 6 before 1 October 2019, the User's Ether will be returned, less Gas fees; and

- a) Transfer Ether from a private account, not an exchange, in order to avoid SDX Tokens being allocated to an account of the exchange.

- 1.3. The Company takes no responsibility for the potentially irretrievable transfer of SDX Tokens to third parties or otherwise unreachable wallets as a result of User error in transferring from a wallet which is linked to an exchange or any other service to which the User does not hold the private key to the wallet.
- 1.4. Subject to clauses 1.1 (Transfer of Token). 3 (Conditions Precedent), 4.2 (User to Provide Information) and 8 (Right to Refuse Transfer), and following the end of the Token Generation Event, the Company will:
- a) Transfer the Purchase Amount of SDX Tokens to the User;
 - b) The Company will also transfer bonus SDX Tokens (if any) applicable to the ICO round in which the User has participated in based on the bonus rate set out in section 2 below;

2. Bonus Offer

- 2.1. The Company will offer the User Bonus Tokens corresponding with the following events:

Round	Date	Bonus
Early Stage Round TGE Opens	N/A	10% bonus Tokens Offered
Early Stage Round TGE expected to Close	N/A	
General Sale Round Opens	1 July 2019	No bonus Tokens offered
General Sale Round expected to close	30 August 2019	

- 2.2. The Company reserves the right to alter the dates and allocations for the Early Stage Round and the General Sale round in any way desired or necessary without notice to the User.

3. Conditions Precedent

Completion of the Agreement will be subject to:

- a) The successful development of the SDX Tokens by the Company;
- b) The User complying with their obligations to this agreement; and
- c) The SDX Tokens not being deemed to be a security, managed investment scheme, financial product or a derivative in the User's jurisdiction between the execution date and Completion.

4. User to Provide Information

4.1. The User must oblige the Company's current and any future reasonable request to the Company any documents or information in relation to the Company's obligations under:

- a) The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth); and
- b) Any other applicable Australian Laws.

4.2. For completeness, the obligation under this clause 5 requires the User to complete a Know Your Customer check (if participating with more than the nominated threshold), and may require similar additional verification as a further condition precedent to completion of this Agreement.

5. Intellectual Property

5.1. The Company does not own the Intellectual Property Rights, and this Agreement does not confer any rights, interests or licences in the Intellectual Property Rights to the User or any other person.

6. Representations and Warranties

6.1. The User represents and warrants that:

- a) They are not located in an Excluded Country;
- b) They have read and understood:
 - (1) This Agreement;
 - (2) The Whitepaper; and

(3) The Disclosure Document, and

Acknowledges and agrees to accept the risks set out therein;

- c) They have the right to enter into and perform the obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- d) They will not assign any right to receive SDX Tokens under this Agreement to any other person prior to completion of this Agreement;
- e) If the User is outside Australia, they have made every reasonable effort to determine whether SDX Tokens may be purchased in their jurisdiction, and has not agreed to purchase the SDX Token(s) with the knowledge that it is illegal to do so;
- f) They acknowledge and agree that the Company does not hold an Australian Financial Services Licence and is not dealing in a financial product;
- g) They acknowledge and agree that the offering or issue of SDX Tokens is not registered or regulated by any securities entity or organization, including the Australian Securities and Investment Commission (**ASIC**);
- h) They acknowledge and agree that once the SDX Tokens have been transferred to the User, the SDX Tokens will be the sole responsibility of the User, and the Company will not have the ability to influence the control or ownership of the SDX Tokens in any way;
- i) They acknowledge and agree that the Company has no liability for, nor the ability to recover a User's SDX Tokens if the User's private key is forgotten, lost, stolen, misplaced or otherwise inaccessible to the User;
- j) The User has:
 - (1) The knowledge and experience in cryptocurrency trading such that they are capable of evaluating the merits and risks of applying for, holding or transferring SDX Tokens; or
 - (2) Sought advice from a person who, if they were the User, would satisfy clause 6.1(j)(1);
- k) They have conducted an investigation into SDX Tokens, has made all reasonable enquiries, and is not relying wholly on the Disclosure Document and/or the Whitepaper in deciding to purchase SDX Tokens; and
- l) They have taken, or have had the opportunity to take and have elected not to take, independent accounting and legal advice concerning the nature and effect of this Agreement and the User's personal circumstances.

6.2. The Company represents and warrants that:

- a) It has the right to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- b) Subject to clause 3(1) (Conditions Precedent) it holds, or will hold, the SDX Tokens contemplated by this Agreement free of any lien, charge or other encumbrance; and
- c) As far as it is aware, the Company has complied with the Corporations Act and all other applicable Australian laws in developing and offering SDX Tokens;

7. Limitation of Liability

7.1. To the extent permitted by law:

- a) All terms, conditions, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in this Agreement are excluded and, to the extent they cannot be excluded, the Company disclaims all liability in relation to them; and
- b) The User must not make any claim under or in connection with this Agreement unless it is based solely on and limited to the express provisions of this Agreement.

7.2. For completeness, to the extent permitted by law, the Company will also have no liability to a User, however arising and under any clause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity arising out of or in connection with this Agreement.

7.3. Subject to any applicable statute, the maximum total liability of the Company to the User for loss or damage of any kind, however caused, due to the Company's negligence, breach of contract, breach of law, in equity, under indemnities or otherwise, arising out of all acts, omissions and events whenever occurring, is not to exceed in aggregate the value of the Required Contribution in Australian Dollars as at the time the User placed an order with the Company for the issue of Tokens. The remedy available to the User for a non-excluded breach of this Agreement will be limited to damages.

8. Right to Refuse Transfer

8.1. The Company reserves the right to refuse transfer of the SDX Tokens wholly or in part to the User for any reason.

- 8.2. The Company may refuse to transfer the SDX Tokens to the User in whole or in part if a successful transfer of the SDX Tokens would result in the Company going over the Hard Cap.
- 8.3. If the Company refuses to transfer the SDX Tokens, the Company must refund the Required Contribution to the User pro rata to the SDX Tokens refused.
- 8.4. The Company reserves the right to modify the Hard Cap for any reason.

9. Privacy

- 9.1. The Company collects, holds and uses personal information of Users in order to service their needs as Users, provide facilities and services that they request or that they are connected with their interests in SDX Tokens and carry out appropriate administration.
- 9.2. The information may also be used from time to time and disclosed to persons including regulatory bodies, including AUSTRAC, the Australian Taxation Office, as well as print service providers and mail houses.
- 9.3. A User may request access, correct and update his or her personal information held by the Company, by sending an email to sean@darcyfinancial.com
- 9.4. Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (Cth) (as amended), the Corporations Act and certain rules such as the ASTC Settlement Rules.

10. Assignment

- 10.1. A User may only assign their rights or obligations under this Agreement with the written consent of the Company.

11. Amendment

- 11.1. This Agreement may only be amended in writing signed by the parties.

12. No waiver

- 12.1. A party may only waive a breach of this Agreement in writing signed by that party or its authorised representative

12.2. A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches only).

12.3. Failure or omission by any party to enforce compliance with any provision of this Agreement will not affect the right of that party to use any remedy available to it in respect of the breach of that provision.

13. Further action

13.1. Each party must do everything necessary to carry out this Agreement, including without limitation:

- a) Executing documents; and
- b) Ensuring its employees and/or agents perform their obligations.

13.2. No party may do anything that will prevent this Agreement from being carried out.

14. Force majeure

A party is not liable for a breach of this Agreement, to the extent that the breach is caused by circumstances outside that party's direct control and for the period that those circumstances continue, if that party:

- a) Notifies the other party as soon as reasonably practicable of the breach and details regarding the relevant circumstances; and
- b) Exercises its best endeavours to remedy the breach or otherwise rectify the cause of that breach as quickly as possible.

15. Counterparts

15.1. This Agreement may be executed in any number of counterparts. A counterpart may be a facsimile or other electronic form.

15.2. Together all counterparts make up one document.

15.3. If this Agreement is executed in counterparts, it takes effect when each party has received the counterpart executed by each other party, or would be deemed to have received it if a notice.

16. Governing law

- 16.1. This Agreement is governed by the laws of Victoria.
- 16.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them.
- 16.3. No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

17. Severability

- 17.1. Any provision of the Agreement which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions and the terms will remain in full force and effect.

18. No Relationship

- 18.1. The Company is not subject to any fiduciary obligations to the User. This Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

19. Interpretation

In this Agreement, unless the context otherwise requires:

- a) The Introduction is correct;
- b) Headings do not affect interpretation;
- c) Singular includes plural and plural includes singular;
- d) Words of one gender include any gender;
- e) Reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- f) Reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;

- g) Reference to a party includes that party's personal representative, successors and permitted assigns;
- h) Reference to a thing (including a right) includes a part of that thing;
- i) Reference to two or more persons means each of them individually and any two or more of them jointly;
- j) If a party comprises two or more persons:
 - 1. Reference to a party means each of the persons individually and any two or more of them jointly;
 - 2. A promise by that party binds each of them individually and all of them jointly;
 - 3. A right given to that party is given to each of them individually;
 - 4. A representation, warranty or undertaking by that party is made by each of them individually;
- k) A provision must not be construed against a party only because that party prepared it;
- l) A provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- m) If a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- n) All times are in Australian Eastern Daylight Savings Time (AEDT);
- o) Another grammatical form of a defined expression has a corresponding meaning;
- p) An expression defined in the Corporations Act 2001 or GST Law has the meaning given by the act or GST Law at the date of this Agreement.

20. Definitions

Terms and abbreviations used in this Token Sale Agreement have the following meaning:

Accepted Payment Method	Means Bitcoin, Ether or Australian Dollars
Bitcoin/BTC	Means that cryptocurrency set out more fully in the whitepaper titled “Bitcoin: A Peer-to-Peer Electronic Cash System” S Nakamoto https://bitcoin.org/bitcoin.pdf
Ether/ETH	Is a cryptographic token used to interact with the Ethereum Blockchain known as “Ether”. The public blockchain known as “Ethereum” is more fully described here http://www.ethdocs.org/ and https://www.ethereum.org/
Agreement	Means this Agreement, including any schedule(s), annexure(s), deed(s) and any other document incorporated into this Agreement by reference.
Business Day	Means any day except a Saturday or a Sunday or a public holiday in Melbourne, Victoria, Australia
Company	Means DSJ Corp Pty Ltd, ACN 623 612 260
Corporations Act	Means the Corporations Act 2001 (Cth)
Disclosure Document	Means the disclosure document prepared by the Company for the purpose of fully informing Users titled “SDX Token White Paper”, including successive amendments as released on the Company’s website
Excluded Country	Means: <ol style="list-style-type: none">1) The Republic of China (Taiwan);2) Vietnam; and3) Any other country or jurisdiction in which an offer of cryptocurrency tokens analogous to the offer of SDX Tokens is prohibited at law.
Gas	Means the amount of cryptographic token required to make a transaction on that cryptographic token’s blockchain
Gas Limit	Means an amount payable for a transaction fee for transacting using an Acceptable Payment Method.
Intellectual Property Rights	Means the current and future, registered and unregistered, rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or

conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect confidential information (including trade secrets and know-how) throughout the world for full period of rights and all renewals and extensions thereto in respect of the SDX Tokens.

Payment	Means an amount payable under this Agreement including an amount payable by way of indemnity or reimbursement and the provision of non-monetary consideration and any amount set off.
Parties	Means the Company and the User
Purchase Amount	Means the number of SDX Tokens nominated for purchase by a User.
Purchase Price	Means the amount in an Acceptable Payment Method specified on the Website or in an email from the Company for each SDX Token.
Required Contribution	Means the quantity of Ether, greater than or equal to 0.1 Ether, which required to be transferred to the Company by a prospective User equal to: $\text{Purchase Price} \times \text{Purchase Amount}$
Tokens	Means the cryptographic tokens known as "SDX Tokens"
User	Means the person or entity purchasing Tokens under this Agreement
Website	Means https://sdxtoken.com
Whitepaper	Means the electronic whitepaper written by the Company which describes the SDX Tokens, the SDX Token platform and the User Interface found on the Website.