

## VinDAX Exchange



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### SOW 151221 for Agreement to Perform Listing Services for SARS

**Date**

December 15, 2021

**Services Performed By:**

VinDAX Exchange

**Services Performed For:**

SARS

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According to:

- Contractor is a well-known digital asset trading service provider with a digital asset trading platform [www.vindax.com](http://www.vindax.com).
- Client developed platform
- Client's token will be listed on Contractor's platform for trading.

This Statement of Work (SOW) is issued pursuant to the Listing Services between SARS and VinDAX Exchange ("Contractor"), effective December 15, 2021

This SOW # 002 (hereinafter called the "SOW"), effective as of December 15, 2021, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

## Period of Performance

The Services shall commence on December 15, 2021

## Engagement Resources

| Engagement Resource | Number |
|---------------------|--------|
| Account Manager     | 1      |

|                          |   |
|--------------------------|---|
| Listing Manager          | 1 |
| Graphic & Video Designer | 1 |

## Scope of Work

| Activities/Task   | Timeline                      |
|---|-------------------------------|
| - Two trading pairs for token/coin with ETH/BTC/USDT/VD   | During the listing            |
| Announcement post on Facebook, Twitter, Telegram, Reddit. | After the integration is done |
| Run volume bot to generate the volume at 5000\$ daily     | 2 months                      |
| Setup 2 non-fee accounts to trade the token on VinDAX     | 2 months                      |
| Hot market on homepage                                    | 1 week                        |

## Required technical data

1. Register an account on <https://vindax.com/> and pass KYC on <https://vindax.com/>. This guideline will help you to pass KYC: <https://vindax.com/faq/how-to-complete-identity-verification.html>

2. Register an account on <https://info.vindax.com/>. Submit full information required on this page. Guideline: [shorturl.at/dDI19](https://shorturl.at/dDI19)

### Note:

One of the core team members of the project will do these required steps.

Use the same email for all steps;

There must be two separate registrations because [vindax.com](https://vindax.com/) and [info.vindax.com](https://info.vindax.com/) are two separate sites.

## Remove rules

Please note that if the digital currency on the VinDAX trading network is in one of the following conditions, we will notify its development team to make improvements. If there is no improvement or action, we will announce and suspend the transaction in advance and suspend the digital currency Species without returning initial payment if the following situations occurred:

The official team disbanded, or no longer maintained the currency. The digital currency is sluggish, no user transactions. In details, after 1 first month from the listing time, if the trading volume drops below \$200 USD daily minimum for three consecutive days, Client have to take any action to improve your trading volume or run some extra services to maintain the trading volume. Here are the details of our extra services:

1. Provide two accounts to trade and creating volume with zero trading fee: \$200/2 accounts / 1 month

2. Create Volume robot service: \$300/month/market

(NOTICE: the robot is only responsible for trading statistics reporting benchmarks, including K lines continuous, trading volume and automatic. Robot is NOT responsible for holding the price, holding the price has to be done by Client).

In the first 2 weeks from the listing date, there is no requirement about maintaining the buy wall of the pair; however; from the 3<sup>rd</sup> week, there must be at least one buy order on the trading wall. If there is no buy order on the trading wall in three consecutive days, Client must try to maintain by adding new buy orders. In case, there is no improvement, Contractor can consider the remove of the asset from the exchange.

The wallet has technical problems that affect its trading and operations for the long term.

Unexpected forks appear when there is no contact with the Token community's investors

The Token is facing serious legal challenges

The digital currency development team suspected of malicious trader, sell lots and other fraud, such acts will lead to the severe punishment the currency.

Other instances that do not match the above indicated criteria for delisting will be handled on a case-by-case basis.

The Token Party is voluntarily delisting due to strategic changes and development demands. On the VinDAX platform, the token will be delisted.

## Supplementary rules

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- This agreement shall take effect from the date of signing and sealing by both parties.
- During the operation of the project, if one of the parties disagrees with some of the provisions, it shall be subject to the mutual agreement of the other party for amendment to take effect.
- Without the permission of Contractor, Client shall not disclose to third parties the specific content of this agreement and related matters, all based on the announcement of Contractor's trading website.

## Contractor Responsibilities

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- As a digital asset trading platform, Contractor has the right to evaluate and adjust the evaluation of Client's tokens, and has the right to request Client to obtain relevant information from Client according to Contractor's assessment needs.

- When Contractor believes that Client or Client is suspected of violating the law Contractor has the right to unilaterally stop the cooperation between the parties and stop Client's token on Contractor's platform. Client expresses its unconditional consent and agrees to work with Contractor to safeguard the rights and interests of the users and properly handle the follow-up matters.
- Contractor shall, as far as possible, comply with the time required by Client for the currency, but cannot guarantee that it will be in accordance with the time required by Client. If this happens, we will not constitute any breach of contract, and Client agrees.

## Client Responsibilities

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- Client shall strictly keep this quotation confidential. If Contractor discovers that Client has disclosed the quotation, Contractor has the right to delist Client's Token immediately.
- Have the obligation to notify Contractor of the progress of the project on a regular basis.
- If Client changes the key parameters of the project, including not limited to token issuance, reduction, extension or shortening of the lock-up period, etc., it must provide 2-day written notice sent to designated mailbox of Contractor.
- If any information related to this project of Client is updated, it shall be notified to Contractor and Contractor's business personnel connected with it within 1 day of the information update via e-mail.
- Except with the express written authorization and consent of Contractor, Client shall not announce the Listing before Contractor officially publishes the listing announcement. Otherwise, Client shall be deemed to be in breach of Contractor. Contractor has the right to terminate any cooperation with it and does not assume any responsibility. Contractor has the right to request Client to compensate Contractor for any losses caused by Client.
- If Client violates the obligations stipulated in this agreement, Contractor has the right to unilaterally terminate this agreement, and Client's fees already charged are not refundable

## Fee

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**Upfront Fee (in BTC/ETH): \$1760**

These are our official payment wallet addresses:

ETH (Only Ethereum): 0x086d521EaD6Ef2D2e609728D87c2216f8ff59eE4

BTC: 39q76wH2JocMp99NJGXpu11z9jA8rdRYih

TRC20 USDT: THTcr6ED5h4HQvCvGK54WnZhBD8btUiKNa

Please help to take the exchange rate at this site: <https://coinmarketcap.com/converter/>

## Force Majeure

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Due to earthquakes, typhoons, floods, wars, cyber hacking, computer virus intrusion and other unforeseen, insurmountable and unavoidable force majeure events that directly affect the performance of this Agreement, or

cannot be performed in accordance with the conditions stipulated in this Agreement, The party to the event of force majeure shall notify the other party of the incident and shall provide the validity of the details of the event of force majeure and the reasons for the inability or performance of this agreement or the inability to perform the extension. In accordance with the degree of force majeure affecting the performance of this agreement, the parties shall decide whether to terminate this agreement, or partially exempt from the responsibility of this agreement, or postpone the implementation of this agreement or go into further negotiation suggested by the Contractor to solve the problem.

## Liability for Breach of Contract

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1. If any party to this Agreement violates or fails to perform any of its obligations, representations, and warranties under this Agreement in a timely manner, it constitutes a breach of contract.
2. If any party violates the agreement of this agreement and causes losses to other parties, it shall be liable to the observant party for its losses. The scope of liability includes the loss of the observant party and the expenses incurred in claiming the right.
3. Client shall strictly perform in accordance with the provisions of this Agreement. If not, Contractor shall have the right to choose not to arrange the execution of the currency or arrange the withdrawal of the currency after the execution of the currency, and Contractor shall not Take any responsibility and have the right to recover losses from Client.

## Confidentiality Clause

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Each party to this Agreement shall be responsible for the confidentiality of Client and other parties who are aware of the signing and performance of this Agreement, and shall hold confidentiality obligations to the relevant parties. The parties shall not submit any third party without the prior written consent of the parties to this Agreement. The disclosure of the aforementioned confidential information shall not be used for purposes other than this capital increase. The provisions of this clause shall continue to be valid after the termination or dissolution of this Agreement. Notwithstanding the above provisions, the parties concerned shall be notified in advance within a reasonable period of time. Have the right to disclose confidential information related to this agreement:

Disclosure to government agencies or correspondents in accordance with legal or business process requirements.

Disclosure to employees, lawyers, accountants and other consultants, and other parties on the premise that the opposite party assumes the same confidentiality obligations as the parties to this agreement.

## Change or Release

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1. This Agreement may be changed or cancelled by consensus of the parties, but a written agreement shall be signed for the change and cancellation.
2. If either party seriously violates this agreement, the observant party has the right to unilaterally terminate this agreement, so the losses caused by the observant party shall be borne by the defaulting party.

## Statements and Guarantee

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### 1. Client's statements and guarantee:

- All warranties and representations made by Client to Contractor are true, accurate and complete, and there are no falsehoods, concealments, major omissions and misleading.
- The relevant documents or materials submitted by Client to Contractor (including but not limited to the relevant financial statements and books, Client's business status report, etc.) truly and completely reflect Client's financial and operating conditions, etc., without any falsehood or concealment. Major omissions and misleading.
- Client guarantees that the digital assets used in this time are their own legal assets or their rights to dispose of. If a third party objects to the vesting, legality and other issues of the assets, Client guarantees that it is responsible for coordinating the resolution and bear the relevant responsibility.
- Client commits that the asset which is going to be listed on VinDAX and its project is completely clean and legal. The asset is not built on the mechanism of scamming, MLM, Binary Option ... or any other models of fraud. If the Contractors recognizes that the Client violates this term, the Contractors has the right to delist the assets without any refunds nor advance notifications. Contractor also performs the suspending of Client's VinDAX accounts and any other related accounts.

### 2. Contractor's statements and guarantee

- Contractor has the corresponding qualifications and civil capacity and has full authority to sign and perform this agreement. Contractor's signing and performance of this agreement will not violate the relevant laws and will not conflict with other contracts or agreements signed with it.
- Contractor guarantees its legal ownership of the platform and provides services and assistance to Client in accordance with the rules of the law and the rules set by this platform, and this agreement is fair and equitable.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

SARS

By:   
Name: Andriani  
Title: CEO

VinDAX Exchange

By:   
Name: Daniel Nguyen  
Title: CEO