

**Trakx**  
**Token Private Sale**  
**Terms & Conditions**

Last revised: 10th of December 2023

These terms and conditions (the “**Terms and Conditions**”) are the terms and conditions upon which Trakx, a *société par actions simplifiée* organized under the laws of France, having its registered office located at 10 rue de Penthièvre, 75008 Paris, incorporated with the Paris Commercial Register under number 850 626 078 (the “**Seller**”) will sell the Tokens (as defined below) which will be issued and then transferred to You, a natural or legal person, acting in the capacity of professional or consumer (the “**Buyer**”). Any natural person must have reached the age of majority in his or her country of residence in order to enter into the Agreement.

Please read this Agreement carefully before purchasing Tokens (as defined below), as it sets out and explains Your legal rights and obligations. By purchasing Tokens, prior to the launch of the project described in the Information Documents (as defined below), you will be automatically bound by these Terms and Conditions and the purchase of the Tokens is subject to it.

**We strongly recommend that you do not purchase Tokens if you are not an expert in digital assets and blockchain technology. Even if you have knowledge of the technology, you should consult your own lawyer, accountant, and other professionals whereso required. The Seller will not be responsible in any way for any loss incurred by you resulting from the purchase of these Tokens.**

**By purchasing Tokens, using or otherwise accessing the Platform, creating, or registering an account, downloading content or other information, you shall be deemed to acknowledge that you do so with full consent and full knowledge of these Terms and Conditions having first obtained legal advice as to the full force and effect of these Terms and Conditions. Your participation will be deemed to be your undertaking that you satisfy this requirement and shall be deemed to be your unequivocal and express agreement to be bound by these Terms.**

**Only after that the Token Private Sale has been completed and the project described in the Information Documents implemented, the Buyer of these Tokens will have access to the Services.**

## **BACKGROUND**

Please visit the Website and read the Information Documents for yourself. The Website and the Information Documents provide a non-binding description of the Platform currently being developed and the Services that will be offered by the Seller.

## **DEFINITIONS**

**Agreement** – this Agreement exclusively and no other.

**AML** – Anti Money Laundering.

**Beneficial Owner** – a natural person who ultimately owns or controls the Buyer and/or the natural person on whose behalf a transaction or activity is being conducted.

**Blockchain** – the underlying blockchain technology on which the Token is issued. Unless otherwise decided by the Seller, the Tokens will meet the ERC-20 standard (Ethereum blockchain). By extension, it also refers to every blockchain technology the Buyer or Seller may use.

**Buyer** – the purchaser of the Tokens, “Purchaser” “purchaser” “you”, “You” “your”, or “yourself”.

**Information Documents** – the description on a non-binding basis of the Platform, the Services and the Token available on the Website. The Information Documents may be modified and changed from time to time and is hereby incorporated for reference purposes only.

**KYC-AML Provider** – the third-party service provider contracted by the Seller in connection with the Token Private Sale, i.e. Shufti Pro ([www.shuftipro.com](http://www.shuftipro.com)).

**Token(s)** – a digital asset for the use of the Services described in the Information Documents, built on the Ethereum blockchain, issued by the Seller, which facilitates or provides access to, advantages or discounts on, the Services offered by the Platform.

The Token(s) are digital asset (*actif numérique*) within the meaning of Article L. 552-2 of the French Monetary and Financial Code.

**Platform** - the digital asset platform accessible under the domain name <https://www.trakx.io> allowing the issuance and exchange of crypto traded indices (CTI) which enables the use of the purchased Tokens and allows the holders of the Tokens to use the supplied Services.

**Prohibited Person** - a person who is not eligible to purchase Tokens under this Agreement by virtue of Clause 11.

**Registered Buyer** - those Buyers who have purchased Tokens and the purchase has been registered by the Seller, and “You”, “Your” or “Yours” in these Agreement.

**Schedule** - any Schedule referred to or annexed to this Agreement and is an integral part of it.

**Seller** – Trakx, and “Us”, “We” or “Ours” in these Terms and Conditions.

**Services** - means the services that will be provided by the Seller and/or its affiliates, as described on a non-binding basis in the Information Documents (as amended or changed from time to time).

**Terms and Conditions** - the terms and conditions contained in this Agreement.

**This Jurisdiction** - means France.

**Token Private Sale Period** – means the private sale period during which Tokens are available for sale on a private basis.

**Token Private Sale** - means the present Tokens sale.

**Website** – means the website available at <https://www.trakx.io>.

## **RECITALS**

WHEREAS, the Seller (and/or its affiliates) developed and is (and/or are) developing the Platform.

WHEREAS, the Seller will issue Tokens within the Platform.

WHEREAS, the Buyer wants to purchase the Tokens and acknowledges and agrees to abide by the Terms and Conditions.

NOW THEREFORE, in mutual consideration of the covenants and Terms and Conditions contained herein, the Seller and the Buyer agree as follows:

## **INTERPRETATION**

Unless the context of this Agreement otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms “hereof”, “hereby”, “hereto” and derivatives of similar words refer to this entire document;
- the word “including” shall mean “including without limitation”.

The Terms and Conditions are only in respect of the sale and purchase of the Tokens. Any potential future use of the Tokens is in connection with the Services provided by the Seller and its affiliates on the Platform which will be governed by other applicable terms and conditions. These Services will be made available at the sole discretion of the Seller and its affiliates on the Platform.

## **1. SERVICES**

**1.1.** The Buyer acknowledges and agrees that the Tokens will be used to facilitate or provide access to, advantages or discounts on, the Services offered by the Platform. The Buyer must refer to and read carefully the Information Documents to understand the rights and advantages attached to the Tokens subject to the Agreement.

**1.2.** The Buyer, upon purchasing Tokens, acknowledges and agrees that they will not have any rights in, shares, security, ownership or any such other rights or any future rights to receive them, nor any intellectual property rights in the Seller and/or its affiliates.

## **2. THE TOKENS**

The Tokens are not intended to be any form of:

- security;
- commodity;
- any form of financial instrument; or
- investment.

Buyers should have no expectation of influence over the shareholders' general meetings of the Seller as well as no rights to the Seller's earnings nor other interests in the Seller such as dividends.

Buyers should have no expectation of price appreciation whatsoever.

The Buyer acknowledges that the proceeds from the Token Private Sale may be indicated in the Information Documents but ultimately shall be utilized by the Seller at its sole discretion.

Nothing in these Terms and Conditions shall be considered to constitute a prospectus of any sort whatsoever or a solicitation of investment of any kind. These Terms and Conditions are not an offering to buy or sell any securities in any jurisdiction.

Buyer declares that the Seller has not solicited it in any form whatsoever, and that it has entered into contact with the Seller directly to buy Tokens.

### **3. DEVELOPMENT**

**3.1.** In purchasing the Tokens, the Buyer acknowledges and agrees and understands that the Services are still in the development stage and are not yet fully available.

**3.2.** The Buyer acknowledges and agrees that he or she fully understands that the Services supplied for the use of the Tokens form no part of this Agreement and are still in the development stage.

**3.3.** The Buyer acknowledges and agrees that the development of the applications and software for the use of the Platform may give rise to changes in the Services supplied in exchange for the Tokens.

### **4. OFFER AND SALE**

**4.1.** The Seller offers for sale to the Buyer Tokens in accordance with the Terms and Conditions.

**4.2.** The Buyer agrees to purchase Tokens offered for sale from the Seller in accordance with the Terms and Conditions.

**4.3.** The Buyer will, during the Token Private Sale Period, transfer to the Seller the agreed amount for the number of Tokens purchased.

**4.4.** The Seller, during this Token Private Sale Period, will register the purchase of the Tokens, the number of Tokens purchased and the full details of the Buyer.

**4.5.** The number of available Tokens is entirely the preserve of the Seller.

**4.6.** The Token Private Sale Period may be subject to change at the sole discretion of the Seller.

**4.7.** The Seller may terminate the Token Private Sale Period earlier at any time for any reason at its sole discretion.

## **5. OFFER PRICE**

**5.1.** Unless otherwise agreed with the Seller, the price per Token during the Token Private Sale Period is USDc0.05/token.

In any case, the price per Token may be subject to change at the sole discretion of the Seller, who shall then publish the new price per Token on the latest version of the Agreement pursuant to Article 15.

**5.2.** The Seller does not give any guarantee that the price will remain static and it may change from time to time.

**5.3.** Buyers may pay in any currency, digital asset or digital asset that is allowed under this Agreement. The exchange rate will be determined from time to time, according to the current market price provided by the Seller, on the Website.

**5.4.** For the avoidance of doubt, the purchase price is per Token, multiplied by the number of Tokens purchased.

## **6. TOKEN PURCHASE PROCEDURE**

**6.1.** The Seller reserves the right to amend and modify this Token Private Sale procedure at any time.

**6.2.** The Buyer should register its interest in the purchase of Tokens. This will be done through the Website which will require the Buyer to open an account.

**6.3.** Some information will be collected through our KYC-AML Provider, which will be mandatory. Specifically, we will verify the age, the name, and the residential address, as well as certain other information (We refer to this as the KYC information – *i.e.* information which may be required by applicable law to be collected – please see our Privacy Policy for further details).

**6.4.** Full instructions and procedures, upon registering and opening an account, will be provided by the Seller in respect of the purchase and payment of the Tokens.

**6.5. Authorised payment method:**

- USDc
- Any fiat accepted by Ramp Network ([www.ramp.network](http://www.ramp.network)), a third-party service provider contracted by the Seller in order to facilitate the conversion of fiat to USDc.

**6.6.** Payment will not be deemed received until such a time as the entire purchase price has been paid in full. Any exchange charges are the sole responsibility of the Buyer and no deduction must be made against the purchase price.

**6.7.** Failure to follow the instructions and procedures provided by the Seller or payment by any other means than those authorized are not accepted by the Seller.

**6.8.** The Buyer acknowledges and agrees that upon completion of the purchase of Tokens, to the fullest extent applicable under law, no refunds and/or cancellations are permitted unless agreed in writing by the Seller.

- Professional Buyers. Professional Buyers do not benefit from the consumer's right of withdrawal.

- Consumer Buyers. In accordance with Article L. 221-18 of the French Consumer Code, a consumer has - in principle - fourteen (14) days to withdraw from a contract as from the conclusion of an agreement by an unequivocal statement (for example, a letter sent by post or an e-mail). Under this Agreement, Buyers that are customers within the meaning of the French Consumer Code, expressly waive their right of withdrawal pursuant to Article L. 221-28 of the French Consumer Code and give their express consent for the execution of the Agreement and the Tokens ordered before the end of the right of withdrawal, the Agreement is definitively concluded as soon as the present Agreement is accepted by the Buyer.

The Seller - in its sole discretion - may examine on a case-by-case basis any requests in order to satisfy Buyers.

**6.9.** The Buyer acknowledges and agrees that he or she will accept the amount of Tokens allotted by the Seller if the requested amount of Tokens is not available.

**6.10.** In the event that the purchase of Tokens is not completed or fails for merely technical reasons, the Seller agrees to return to the Buyer any amount paid, less any reasonable transaction costs, to the originating source only. This clause applies if the transaction is not subsequently completed.

**6.11.** The Seller reserves the right to refuse a Token request application on any grounds, including, but not limited to, the following reasons:

- if the Buyer fails to complete any of the requested details in the application;
- if, to the complete satisfaction of the Seller, the Buyer's identity cannot be verified;
- if any regulatory changes become adverse to the issuing of the Tokens and/or continuance of the Services;

- the Buyer fails to give accurate or gives false information on the application or if the KYC-AML Provider of the Seller rejects the application for any reason; or
- if the Buyer is a Prohibited Person.

**6.12.** The Seller may determine, at its sole discretion, that it is necessary to obtain certain information about the Buyer in order to comply with applicable laws or regulations in connection with selling Tokens to the Buyer. The Buyer agrees to provide the Seller with such information promptly upon request. The Buyer acknowledges that the Seller may refuse to sell Tokens to the Buyer until the Buyer provides such requested information and has determined that it is permissible to complete the purchase.

## **7. DELIVERY AND WALLET**

*WARNING: this section constitutes an important part of the Agreement, therefore the Buyer should read Article 7 carefully as well as any instructions that may be given by the Seller to claim its Tokens, when they will start being claimable.*

**7.1.** In order to receive and access the purchased Tokens, the Purchaser will have to create an account on the Platform. The Tokens purchased by the Buyer under this Agreement will be delivered by the Seller directly into the Ethereum address of the Buyer accessible through the Platform.

**7.2.** As soon as available, the Seller will inform publicly the Buyers of Tokens of the date on which the Tokens will start being delivered (the “**Token Delivery Date**”). As from the Token Delivery Date, the Tokens will be vesting in accordance with the release schedule mentioned in the Information Documents.

**7.3.** For information purpose only, the below release schedule extracted from the Information Documents will be applicable to all Buyers pro rata to the amount of Tokens they have purchased during the Token Private Sale: no lock-up/six months linear vesting.

**7.4.** The Token Delivery Date shall occur at the latest on 31/12/2024. However, the Seller reserves the right, at its sole discretion, to extend the Token Delivery Date for technical, cybersecurity or other relevant issues it reasonably believes may affect the delivery time.

**7.5.** The Tokens are non-refundable under any circumstances and the Seller gives no guarantee and makes no representations as to the future value of the Tokens.

**7.6.** The Buyer must keep the wallet and its security protocols safe and not share them with any other person.

## **8. ANTI MONEY LAUNDERING (AML) POLICY**

**8.1.** Money laundering is the process of which proceeds of crime or terrorism are changed to give the appearance that such funds come from legitimate sources.

**8.2.** Money laundering activities may come in many forms, from a simple single act to sophisticated and complex multiple schemes. Such money passing from person to person or through company to company being handled by multiple methods through multiple property to disguise its source.

**8.3.** The Third European Directive 2005/60 / EC, the Implementing Directive 2006/70 / EC, the Fourth Directive (EU) 2015/849, the Fifth Directive (EU) 2016/0208, impose legal obligations on all companies with respect to money laundering.

**8.4.** This is a very limited part of the full internal KYC-AML policy of the Seller.

## **9. ANTI MONEY LAUNDERING VERIFICATION**

**9.1.** The Seller and KYC-AML Provider will:

- require verification of the identity of the Buyer through third-party AML identification and verification providers;
- require, in some situations (examples include, but are not limited to, large transactions, high-risk transactions or inconsistencies according to our records), additional information (examples include, but are not limited to, proof of source of funds).

If the verification evidence supplied does not meet with AML requirements, the Seller or the KYC-AML Provider will not allow the participation to the Token Private Sale and will return possible obtained funds, without interest, to the originating source at the Buyer's expense.

The Buyer acknowledges and agrees to release the Seller and the KYC-AML Provider from all and any claims for loss that it may suffer as a result of this action and hereby waives such claims.

The Buyer hereby declares that he or she will indemnify the Seller and the KYC-AML Provider and each of them, against all and any losses that the Seller or the KYC-AML Provider could suffer from or in connection with a failure to provide process purchase of the Tokens.

**9.2.** The Buyer acknowledges and agrees that he or she is aware of the AML reporting requirements and that any report will not be treated as or considered a breach of privacy but as a legal obligation on behalf of the Seller or KYC-AML Provider.

**9.3.** The Buyer confirms that he or she is not a Prohibited Person (see Clause 11).

**9.4.** If the Buyer has any Beneficial Owners, he or she confirms that he or she has undertaken all reasonable due diligence and that the Beneficial Owner is not a Prohibited Person.

**9.5.** Where the Seller and/or the KYC-AML Provider suspects or has reasonable grounds to suspect, on the basis of information obtained in the course of carrying on its business, that the Buyer or anyone else has been or is engaged in an offence of money laundering or terrorist financing, the Seller and/or the KYC-AML Provider has an obligation to report this to



competent authority which would include reporting details of the suspicion and divulging the Buyer's name and details.

## **10. DATA PROTECTION**

**10.1** You acknowledge that we may process personal data in relation to you (if you are an individual) in connection with these Terms and Conditions or the Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and
- if from time to time we provide you with access to a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

**10.2** Please see our Privacy Policy for more information regarding the protection of your personal data.

## **11. PROHIBITED PERSONS**

**11.1.** Persons from the following countries will not be ineligible to purchase Tokens during the Token Private Sale: Afghanistan, Angola, Bangladesh, Belarus, Benin, Burundi, Cambodia, Central African Republic, Congo (Democratic Republic), Congo (Republic of Congo), North Korea, Cuba, Eritrea, Ethiopia, Guatemala, Equatorial Guinea, Guinea-bissau, Haiti, Honduras, Iran, Iraq, Libya, Madagascar, Malaysia, Nicaragua, Nigeria, Uganda, Uzbekistan, Somalia, Sudan, South Sudan, Syria, Tajikistan, Chad, Turkmenistan, United States Of America, Venezuela, Yemen, Zimbabwe.

**11.2.** Persons who have not reached their majority in their country of residence are ineligible to purchase Tokens during the Token Private Sale.

**11.3.** Politically Exposed Persons (PEP) will not be eligible to purchase Tokens during the Token Private Sale.

## **12. ACKNOWLEDGEMENT OF RISK**

### **Buyer Acknowledgments**

**12.1.** You represent and warrant that You fully understand and have significant experience of digital assets, blockchain systems and services, as well as the mechanics related to the use of such digital assets (including with respect to their storage and exchange).

**12.2.** You acknowledge that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics.

**12.3.** You represent and warrant that You are not entering into transactions that are above Your financial abilities. You further represent and guarantee that You are aware of the risks related to digital assets, for which You are solely responsible and liable.

**12.4.** The Buyer acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of Services of the Seller and its affiliates. By purchasing Tokens, the Buyer expressly acknowledges and assumes these risks.

**12.5.** The Buyer acknowledges and agrees that he or she understands that he or she may lose some of or all of his or her contribution in this Token Private Sale.

**12.6.** Without prejudice to 6.8 and 6.9, the Buyer acknowledges and agrees that he or she has no right to obtain a refund of his or her contribution, or otherwise cancel his or her purchase of the Tokens obtained via this Token Private Sale, once such purchase is completed due to the uncertainties of the value to be attributed to the Tokens once purchased and/or the fluctuations inherent in the value of digital asset generally.

**12.7.** The Buyer acknowledges and agrees that he or she has sufficient understanding and knowledge of the technical and business matters (including those being developed by the Seller, digital asset storage systems, e.g., wallets) to understand this Token Sale and to appreciate the risks and implications of purchasing Tokens.

**12.8.** The Buyer acknowledges and agrees that he is aware that digital assets operate in a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks. Their value is not guaranteed and depend on unregulated markets. Therefore, You acknowledge and agree that if the Platform and the Services are finally not developed or cannot function properly, the Tokens will not be refunded which is a significant risk that You accept. Moreover, there is no guarantee of liquidity with respect to the Tokens as well as the existence of a secondary market. As a result, The Buyer may not be able to sell its Tokens easily or at prices that would provide him with a valuation gain comparable to similar investments benefiting from a developed secondary market.

### **Further Legal Warnings**

**12.9.** A Token does not represent and shall not constitute an investment in a security or a financial instrument within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments. The Tokens confer no direct or indirect right to the Seller's capital or income, nor does it confer any governance right within the shareholders' general meetings of the Seller.

**12.10.** A Token is not proof of ownership or a right of control. Control over a Token does not grant the controlling individual any asset or share in the Seller, or in the Platform.

**12.11.** A Token is not an electronic money within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to and pursuit of the business of electronic money institutions. Tokens are not accepted outside the Platform and a Token do not have a fixed exchange value equal to the amount delivered at the time of their issue. A Token shall not be therefore regarded as or considered an electronic money.

**12.12.** A Token is not a payment service within the meaning of EU Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 relating to payment services in the internal market, nor within the meaning of EU Directive N° 2015/2366 of the European Parliament and of the Council of 25 November 2015 relating to payment service 2 (DSP 2). The Seller's business does not consist in receiving currencies against the delivery of Token.

### **Risk Factors**

**12.13.** You represent that You have read, understood and agreed to all the risk factors attached as Annex to these Terms and Conditions.

## **13. REPRESENTATION, WARRANTIES AND COVENANTS**

You hereby agree that by purchasing the Token(s), you warrant and represent the following to be true:

**13.1** You are not a Prohibited Person. If you purchase the Token(s), we are deeming the purchase to be your undertaking that you are not a Prohibited Person.

**13.2** You have not received advice from the Seller or any employee or agent of the Seller regarding purchasing the Token(s).

**13.3** You are legally permitted to purchase and hold the Token(s) in your jurisdiction.

**13.4** You are of legal age to purchase and hold the Token(s) and are not aware of any legal reason preventing you from doing so in your jurisdiction or in this jurisdiction.

**13.5** You are of sound mind and have the requisite power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder.

**13.6** You will supply all AML and KYC documentation required as set out in these Terms and Conditions and any other such documentation that may be so reasonably required by the Seller or the KYC-AML Provider from time to time to fulfil any legal, regulatory or other obligation.

**13.7** The funds you provide including any fiat or digital assets have not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore you agree that you will not use the Tokens, Website, or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. The Seller reserves the right to terminate your use thereof should you

use or attempt to use the Tokens, Website, or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.

**13.8** You will notify us of any change in the information you supply to us.

**13.9** You will not authorise others to use your account.

**13.10** You will not assign or otherwise transfer your account to any other person or legal entity; You will not use an account that is subject to any rights of a person other than you without appropriate authorisation.

**13.11** You will not impair the proper operation of the business of the Seller.

**13.12** You will not try to harm the business of the Seller or the Tokens, in any way whatsoever.

**13.13** You will keep secure and confidential your account password or any identification we provide you which allows access to any of the account or Token(s). You will only use an access point or other data account which you are authorised to use.

**13.14** You hereby note you are solely responsible for your own tax liability, if any, in relation to the Token(s) which may adversely affect you including but not limited to withholding taxes, income tax, VAT, CGT or other applicable taxes.

**13.15** You hereby note that you have sole responsibility for the acquisition, appreciation or depreciation of the value of the Token(s).

**13.16** You will hold a suitable online or offline wallet or storage mechanism to support the Token(s).

## **14. LIMITATION OF LIABILITY**

**14.1.** To the maximum extent permitted by law and any regulatory provisions to which We are subject to, You acknowledge and agree that the entire risk arising out of Your participation in and purchasing of the Tokens is entirely Yours and remains with You at all times, before, during and after such risk may apply.

The Buyer will be liable for the obligations incumbent on her/him under these Terms and Conditions in accordance with the general rules applicable. The Seller can be held liable for faulty execution or non-execution of its obligations in compliance with these Terms and Conditions only in case of Seller's proven fault.

Moreover, the Seller can be held liable only for direct (but not indirect) damages incurred by the Buyer because of a failure of the Seller's to meet the obligations incumbent upon it pursuant to these Terms and Conditions. On the other hand, the Seller can in no case bear liability for indirect damages caused to the Buyer, notably but not exclusively for any loss or absence of profit, performance, advantage or capital gain notably financial or in terms of turnover, revenues, expected savings or investments. Moreover, the Buyer can only, except for gross

negligence or wilful misconduct, be held liable against the Buyer for foreseeable or foreseeable damage.

The Seller cannot be held liable for any loss or damage incurred by the Buyer because of any failure by the Seller to fulfil its obligations that results from a case of force majeure or from the fault of a third party.

The Seller cannot be held liable in case of abnormal use, which includes a use not in conformity with these Terms and Conditions, or fraudulent or illicit use of the Website, the Tokens or Services by the Buyer and more generally for any non-compliance with these Terms and Conditions by the Buyer.

**14.2.** The Buyer should always ensure the security of any password, account number issued, or any other type of secret code. The Buyer must not share his password, account number and secret codes with any other person. Therefore, the Seller will not be liable, under any circumstances, for any loss or damage incurred by the Buyer in respect of any breach of security in respect of his password, account number and secret codes. If the Buyer suspects or knows of any breach of security of his password, account number or secret codes he or she must report it to the Seller immediately.

**14.3.** Clause applicable to professional Buyers only. This clause applies only to professional Buyers. As such, our aggregate liability for any circumstance or event arising out of or in connection with these Terms and Conditions will be limited to, and will in no event exceed, the amount You have paid to purchase the Tokens during the Token Private Sale. The limitations of damages set forth in this Clause is a fundamental element of the basis of the bargain between Us and You.

Neither We nor any other party involved in the creation, production, or delivery of the Tokens will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data (excluding personal data, which specific policies are stated in our Privacy Policy), loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress, arising out of or in connection with these Tokens, whether or not they are based on warranty, contract, tort, this to include negligence, product liability or any other such thing, whether or not We have been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms and Conditions has failed or could fail, because of essential purpose.

**14.3.** Our aggregate liability for any circumstance or event arising out of or in connection with these Terms and Conditions will be limited to, and will in no event exceed, the amount You have paid to purchase the Tokens during the Token Private Sale. The limitations of damages set forth in this Clause is a fundamental element of the basis of the bargain between Us and You.

## **15. CHANGES TO THIS AGREEMENT**

**15.1.** These Terms and Conditions may be revised or updated from time to time. Accordingly, you should check the Terms and Conditions for updates. You can determine when the Terms and Conditions were last revised by referring to the “Last Revised” legend at the top of this document.

**15.2.** Each time you access our Website, or upon the purchase of any Tokens, You signify Your acceptance of the then-current Terms and Conditions.

**15.3.** Any changes in these Terms and Conditions take effect upon posting and apply only to your use of our Website and the Terms and Conditions of the purchase of any Tokens or information collected from you on and after Last Revised date, unless we have other communications with you.

**15.4.** We may make changes to the Website or the Terms and Conditions of the Token Private Sale at any time.

**15.5.** You understand and agree that We may discontinue or restrict Your use of the Platform at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

**15.6.** It is Your responsibility to collaborate with Us whilst we ensure that Your personal data held on this Site is always up to date.

## **16. INDEMNIFICATION**

**Clause applicable to professional Buyers only.** You agree to release, indemnify, and hold Us and Our contractors, sub-contractor, affiliates and subsidiaries and agents and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with Your violation of any of these Terms and Conditions.

## **17. DISCLAIMERS**

**17.1.** If you choose to purchase Tokens, you do so entirely at your own risk and, to the fullest extent permitted by applicable law, subject to the terms contained in this clause.

**17.2.** You acknowledge and agree that we do not have any obligations, whatsoever, or under any circumstances, to conduct any checks not required by applicable law, including but not limited to, background checks, on any Buyer. We will only make such checks as are required by law or in our opinion reasonably necessary in order to offer the Tokens in the Token Private Sale.

**17.3.** You hereby acknowledge and agree that the Tokens and Token Private Sale as well as the Platform and the Services are made available ‘as is’ and ‘as available’, with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, we make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance of the same.

**17.4.** We make no warranty that the Token Private Sale, including but not restricted to, any information provided via any communication will meet Your requirements or will be available or made available in an uninterrupted, secure or error-free basis.

**17.5.** We make no warranty in respect of the quality of any content, truthfulness, completeness or reliability of any content obtained through the Website.

**17.6.** No advice or information, whether either oral or in writing, obtained from Us or Our Website will create any warranty expressly or otherwise, herein.

**17.7.** We disclaim any liability for interruption, delay or errors in use and is not liable for any loss whatsoever whether direct, indirect or consequential loss.

**17.8.** The Seller does not guarantee, warrant or represent that any item downloaded from the Internet on this Website is free from viruses. You are explicitly responsible for implementing appropriate procedures, anti-virus protection and software to protect yourself and your data. In this regard, The Seller is not liable for any damage caused to your equipment due to the use of the Website or through material posted on or linked to any Website. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us Your use is entirely at your own risk.

**17.9.** The Seller bears no responsibility for the success or otherwise of the Token(s), You hereby acknowledge that the Token is in development stage and therefore the Seller cannot provide any warranty whatsoever in relation to the success or otherwise of the Token. The Token may have no value and you as Buyer may lose all amounts paid. The Buyer agrees, understands and assumes all risks in relation to purchase price.

**17.10.** Third-Party Links. The Website may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Website, you do so at your own risk, and you understand that these Terms and Conditions do not apply to your use of such sites. You expressly relieve us from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Website, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

**17.11.** We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

**17.12.** The regulatory status of the Token(s) remains unclear or unsettled in many jurisdictions. Indeed some jurisdictions may implement legislation that will affect the Token(s), The Seller

accepts no liability in relation to regulatory action that may be taken or which may affect the Seller in the future. Furthermore the Seller may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction.

**17.13.** The Buyer acknowledges and agrees that the Buyer may only access the Website using authorised means. The Seller is not liable if you do not have a compatible device, computer, operating system, browser, or any other software or hardware with which the technology is not compatible. The Seller reserves the right to terminate your use thereof should you use or attempt to use an incompatible or unauthorised device.

**17.14.** You must immediately notify us of any known or suspected unauthorised use of your account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorised disclosure of your password. **YOU ARE RESPONSIBLE FOR ALL ACTIVITY IN YOUR ACCOUNT.** Any fraudulent, misleading, abusive, or illegal activity may be grounds for termination of your account at our sole discretion and we may refer you to appropriate law enforcement agencies in this jurisdiction or any other appropriate jurisdiction.

The disclaimers are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by the Seller, including through a registration or subscription process, or other means. In the event of a conflict between the Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall take precedence.

## **18. PROVISIONS**

**18.1.** Any reference to statute, enactment, order or regulation or other similar instrument made in this Agreement, shall be construed as a reference to the instrument as it is in force for the time being taking into account any amendment, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.

**18.2.** In the event that one or more of these Terms and Conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.

**18.3.** This Agreement constitutes the entire Agreement (this to include any other provisions referred within this Agreement) and supersedes any and all previous agreements.

## **19. GENERAL TERMS**

**19.1.** Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that you are able to print the communications for your records. You agree that all communications



that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically.

Other than set out above, any notice shall be in writing addressed to the other Party at its registered office or principal place or business or other such address as may, from time to time have been notified for this particular purpose. Notice shall be deemed to have been received:

- if sent by prepaid first-class post, three (3) days (excluding any non-working day) after posting, this not to include the day of posting;
- if delivered by hand and given into the hand of a responsible person who signs for receipt; or
- if sent by email, delivery is deemed at the time of reception of the acknowledgment of receipt if this function is activation by the sender, or alternatively an express non-automated acknowledgement is received from the intended recipient.

**19.2.** The e-mail address you provide during the registration process will be the e-mail address we will use for all Token related communications to you. We may also send you messages directly via your account. It is your responsibility to monitor these messages and respond in an appropriate manner. You represent and warrant that any information you enter is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up to date.

**19.3.** All communications and data we collect are subject to our Privacy Policy.

**19.4.** Force Majeure; the Seller shall not bear any liability for any failure or delay in the performance of its obligations under this Agreement if such delay or failure to perform is due to any Force Majeure, for the purpose of this Agreement, Force Majeure shall be defined as any act, omissions, cause or circumstance beyond the reasonable control of the Seller, this to include without any limitations: acts of god, war, national emergency, protests or rebellion, civil commotion, riots or strikes and any form of industrial dispute (whether or not involving either party's work force), earthquake, flood, drought, epidemic, fire, explosion, act of terrorism, or any other act ordered by any government, council or constituted body.

**19.5.** Any waiver of any breach of this Agreement by the Seller, or any default, under any provision of the Agreement by the Buyer shall only be valid if agreed in writing. Any further or subsequent breach or default by the Buyer whether similar or otherwise shall in no way affect this Agreement. Similarly, any failure or delay, by either Party to this Agreement, to insist upon strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any of its rights, under this Agreement.

**19.6.** These Terms and Conditions contains all of the terms which the Parties have agreed to, in relation to the use of the Platform, Website and purchase of Tokens and the Terms and Conditions supersede any prior written or oral content, agreements, representations or undertakings between the Parties or made by third parties. It is acknowledged by the Buyer

that they have not acted, relied on or been induced to enter into the purchase of Tokens by reason of any representations made by or on behalf of the Seller.

## **20. ASSIGNMENT**

The Seller reserves the right to assign its rights and duties under these Terms and Conditions to any person at any time without notice to you, nor will we seek your approval on any such assignment. The Seller may proceed to a notification via email to the Buyers, for information only.

## **21. PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Buyer acknowledges having been informed in a comprehensible manner, by means of the availability of the present Agreement and in accordance with the provisions of Article L.221-5 of the French Consumer Code, prior to accepting this Agreement:

- on the essential characteristics of the Tokens, the Platform and the Services, taking into account the communication medium used;
- on the price of the Tokens;
- on the terms of payment, supply and performance of the Agreement and in the absence of immediate execution of the Agreement, on the date or the deadline by which the Buyer may claim the purchased Tokens;
- the identity of the Seller, its postal and electronic contact details, as well as its activities, if they are not apparent from the context,
- on legal and contractual guarantees and their implementation;
- on the possibility of resorting to conventional mediation in the event of a dispute;
- on the absence of right of withdrawal and other important contractual conditions;

The fact that Buyers use the Website implies full acceptance of this Agreement and the obligation to pay for the Tokens ordered, which is expressly acknowledged by the Buyers, who waive, in particular, the right to rely on any contradictory document, which would be unenforceable against the Seller.

## **22. MEDIATION AND DISPUTES SETTLEMENTS**

In accordance with the provisions of Articles L.612-1 and following of the French Consumer Code, any Buyer who is a consumer within the meaning of the said code may, free of charge, refer to the services of a consumer mediator with a view to the amicable resolution of a dispute with the Seller.

The body appointed by the Seller for this purpose is the Mediator of the French Financial Markets Authority ("*Médiateur de l'Autorité des Marchés Financiers* (AMF)").

In order to contact this body, the Buyer may:

- go to the French Financial Markets Authority's website: <https://www.amf-france.org/fr/le-mediateur-de-lamf/votre-dossier-de-mediation/vous-voulez-deposer-une-demande-de-mediation> and fill in the online form, enclosing supporting documents;

- or send their complaint by post to the following address: Médiateur de l'Autorité des Marchés Financiers 17, place de la Bourse - 75082 Paris Cedex 02 Tel: 01 53 45 60 00

A dispute may only be examined by the consumer mediator if:

- the Buyer justifies having tried, beforehand, to resolve his dispute directly with the Seller by a written complaint expressly identified as such detailing the reasons for his complaint as well as all the information useful to the Seller to understand, study and appreciate the causes, consequences and incidences of this complaint, and sent by e-mail to: tokens@trakx.io.
- the claim is not manifestly unfounded or abusive;
- the dispute has not been previously examined or is not being examined by another mediator or by a court;
- the Buyer submits his request to the mediator within a maximum of one year from the date of his written complaint to the Seller;
- the dispute falls within the competence of the mediator.

The Buyer will be informed by the mediator of the action taken on his or her request for mediation.

Furthermore, the Buyer is informed that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent settlement by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>

## **23. LAW AND JURISDICTION**

**23.1.** These Terms and Conditions shall be governed and construed in accordance with the laws of France.

**23.2.** In case of dispute as to the interpretation or execution of the Agreement, the parties will make every effort to find an amicable solution.

**23.2.** In the absence of an amicable resolution, You acknowledge and accept that in the event of a claim or dispute, they shall be submitted to the exclusive jurisdiction of the Paris Commercial Court (*Tribunal de Commerce de Paris*).

**23.3.** These provisions relating to the applicable law and the competent jurisdictions are applicable subject to the imperative provisions that would have to be applied to the buyer in his capacity as a consumer within the meaning of the French consumer code, where applicable (in particular article R.631-3 of the French consumer code).

**23.4.** These Terms and Conditions may be translated by the Seller or third parties into other languages. The English version will prevail in case of differences arising in translation.

## **22. CONTACT US**

With questions, e-mail [tokens@trakx.io](mailto:tokens@trakx.io).

## **Annex**

### **Risk Factors**

#### **Risks Associated with the Ethereum blockchain protocol**

Tokens are based on the Ethereum blockchain protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum blockchain protocol may cause the Tokens to malfunction or operate in a way that is not expected. ETH, the native Ethereum blockchain Protocol account unit, may itself lose value in a similar way to Tokens, and also in other ways.

#### **Risks associated with the Buyer's credentials**

Any third party that obtains access to the Buyer's credentials or private keys may be able to use the Buyer's Tokens. To minimize this risk, Buyers must protect themselves against people gaining unauthorised access to their electronic devices.

#### **Legal risk and risk of adverse regulatory intervention in one or more jurisdictions**

The operation of Tokens or the Platform may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital tokens such as Tokens, which may prevent or limit the development of the Platform.

Given the lack of digital assets qualifications in most countries, each Buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of Tokens according to the laws applicable to their nationality and place of residence.

#### **Risk of a lack of interest in the Platform**

There is a possibility that the Platform may not be used by a large number of individuals and other organizations. Such a possible lack of interest could eventually impact on the development of the Platform and, therefore, on the uses or potential value of Tokens.

#### **Risk that the Platform is not fully developed**

The rights associated with the Tokens are exclusively limited, in their scope, to the Platform. The value of the Tokens is therefore heavily correlated with the existence of such Platform. Tokens may lose part or all of their value if the Platform is never fully developed.

#### **Risk that the Platform, as developed, does not meet user expectations**

The Platform is currently under development and may undergo significant redesign prior to its full launch. For several reasons, not all user expectations concerning the Tokens or the Platform may be met on the launch date, including changes in design, implementation, and execution of the Tokens or the Platform.

#### Risk of theft and piracy

Hackers or other malicious or criminal groups or organizations may attempt to interfere with the availability of the Tokens or the Platform in several ways including, but not limited to, denial of service attacks, Sybil attacks, mystification, surfing, malware attacks, or consensus-based attacks.

#### Risk of security weaknesses in the Platform's core infrastructure software

There is a risk that the Seller team, or other third parties, may unintentionally introduce weaknesses or bugs into the core infrastructure elements of the Platform, by interfering with the use of, or causing loss of, Tokens.

#### Risk of weakness or exploitable breakthrough in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks for digital assets and the Platform, which could result in the theft or loss of Tokens.

#### Risk of the Platform failing to be used or adopted

While Tokens shall not be considered an investment, their value is bound to change over time. This value may be limited if the Platform is not sufficiently used and adopted. In such a case, there could be few or no markets at the Platform launch, which would limit the value of Tokens.

#### Risk of a tight market for the Tokens

There are currently no exchanges or trading facilities on which tokens can be traded. If such exchanges or trading facilities do develop, they will probably be relatively new and subject to poorly understood regulatory oversight. They may therefore be more vulnerable to fraud and default than the established and regulated exchanges that exist for other products. Should exchanges or trading facilities that represent a substantial part of the Tokens trading volume be involved in fraud, security failures or other operational problems, the failures of such exchanges or trading facilities may limit the Tokens value or liquidity.

#### Liquidity Risk

As of the date of this document, the Token is not listed on any digital assets exchange platforms. As a result, there is no assurance that a secondary market will develop and that the holders will be able to sell their Tokens.

#### Risk of an uninsured loss

Unlike bank accounts or accounts in other regulated financial institutions, funds held through the Seller or Ethereum blockchain network are generally uninsured. At present, there are no

public or private insurance agents providing Buyers with coverage against a loss of Tokens or a loss of value.

#### Risk of winding-up of the Seller's project

For a number of reasons including, but not limited to, an unfavourable fluctuation in digital asset market value, an unfavourable fluctuation in Tokens value, the failure of business relationships or competing intellectual property claims, the Seller project may no longer be a viable activity and may be dissolved or simply not launched.

#### Risk of malfunction in the Platform

The Platform may be impacted by an adverse malfunction including, but not limited to, a malfunction that results in the loss of Tokens or market information.

#### Unforeseen risks

Digital assets are a new and untested technology. In addition to the risks stipulated above, there are other risks that the Seller's team cannot predict. Risks may also arise out of and/or occur as unanticipated combinations or as changes in the risks stipulated herein.

If you are in any doubt as to the action you should take and the consequences it will involve, please consider consulting your legal, financial, tax or other professional advisor(s) for necessary advice.