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## **TERMS AND CONDITIONS OF TOKEN SALE**

Effective Date: 18 March 2018

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO OR UNDERSTAND THESE TERMS AND CONDITIONS OF TOKEN SALE (OR ANY PART THEREOF), PLEASE DO NOT PURCHASE TRANEXUS TOKENS. BY

USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS IN THESE TERMS AND CONDITIONS.

The purchase of TraNexus Tokens (“TNX”) from TraNexus, a company incorporated in the Republic of Ireland (the “Company,” “We,” or “Us”) is subject to these Terms and Conditions of Token Sale (“Terms”). The Purchaser (the “Purchaser” or “You”) and Company are each a “Party,” and together the “Parties.” By purchasing TNX from us and/or using TNX in connection with the Services (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [info@tranexus.com](mailto:info@tranexus.com).

You and the Company agree as follows:

## **1. Purpose and Use of TNX**

TNX is a digital product issued by the company for use by the product holders within the TraNexus platform. The purpose of the TNX token is to act as a tool within the TraNexus platform (the “Services”). TNX may be purchased from the Company as part of the sale of tokens by way of the Token Sale, Pre-sale or from a third-party seller on an exchange or the DEX.

By using the Services, you acknowledge:

- Ownership of TNX carries no rights, express or implied, other than as a means to access the Services. In particular, you understand and accept that TNX do not represent or confer any ownership right or stake, share or security or equivalent rights in any jurisdiction, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates or its property, other than rights relating to the receipt of Services, subject to limitations and conditions in these Terms and applicable TraNexus Terms and Policies (as defined below).
- TNX are not and in no case shall be understood, deemed, interpreted or construed as any kind of financial instrument including but not limited to (i) equity interest, voting or non-voting securities (or it's like) in, or claims against, the Company, including its members, shareholders, consultants, directors or any other entity in any jurisdiction; (ii) equity or debt investment of any kind in any venture; (iii) any securities having intrinsic value or market price; (iv) any form of financial derivative; (v) any commercial paper or negotiable instrument; (vi) any form of investment contract between the relevant holder and any other person; (vii) any commodity or asset that any person is obliged to redeem or purchase; or (viii) any note, bond, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person.
- We provide no assurance (whether express or implied) that TNX may be traded on any known exchange, have any utility outside of the Services or may be exchanged for goods, currency or services.

- The Company reserves the right to reject your offer to purchase TNX for any reason, at its absolute discretion.

## **2. Scope of Terms**

The use of TNX in connection with the Services may be governed by other applicable terms and policies (collectively, the “TraNexus Terms and Policies”). Any TraNexus Terms and Policies issued will be available on [tranexus.com](https://tranexus.com) (the “Website”). The Purchaser understand that the Company may add to or amend the TraNexus Terms and Policies at its sole discretion, and may update each of the TraNexus Terms and Policies from time to time according to modification procedures set forth therein. You agree that we may notify you of any update to the TraNexus Terms and Policies by posting them on the Services (for example, on the Website), and that your use of the Services after the effective date of the updated Terms constitutes your agreement to the updated Terms. It is your responsibility to check the Terms of Use posted on the Services periodically so that you are aware of any changes, as they are binding on you. To the extent of any conflict with these Terms, the TraNexus Terms and Policies shall take precedence with respect to any issues relating to the use of TNX in connection with the Services.

## **3. TNX Purchase**

Subject to these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of TNX at the price listed by the Company on its Website and the White Paper for TraNexus as part of its Token Sale or Pre-Sale. By purchasing TNX, you represent that you have read and understood these Terms and the White Paper in full. You understand that TraNexus is not responsible for and will not provide refunds for the value of TNX purchased except as set out in section 4 below. You acknowledge and understand that the purchase of TNX involves a level of risk that you agree to fully and completely assume, including, but not limited to, the risk that (i) the technology associated with TNX and TraNexus will not function as intended; (ii) the sale of TNX is not completed as anticipated; (iii) the token sale will fail to attract sufficient interest; and (iv) TraNexus or any of the Services may be subject to investigation and punitive actions from governmental authorities.

#### **4. Cancellation; Refunds; Refusal of Purchase Requests**

Your purchase of TNX from the Company is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation, or (ii) as otherwise determined by the Company in our sole discretion prior to the completion of the distribution of TNX following completion of the pre-sale and token sale. We reserve the right to refuse or cancel TNX purchase requests at any time in our sole discretion.

#### **5. TNX Sale Procedures and Specifications**

Important information about the procedures and material specifications of our TNX sale is provided in the project Whitepaper and on the Website including, but not limited to, details

regarding the timing of the TNX sale and the amount of TNX we will sell. By purchasing TNX, you acknowledge that you understand and have no objection to these procedures and material specifications.

## **6. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing TNX, holding TNX, and using TNX in connection with the Services, including but not limited to those as disclosed and explained in the Whitepaper and on the Website. You should carefully weigh the risks, costs and benefits of acquiring TNX before doing so. If you are not in the position to accept or understand the risks associated with purchasing the Token, you should not acquire the Token. Digital tokens are a new and untested technology. In addition to the risks outlined in these Terms, there are risks that we cannot anticipate. If you have any questions regarding these risks, please contact us at [info@tranexus.com](mailto:info@tranexus.com) BY PURCHASING TNX, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## **7. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold TNX you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). We shall not be liable for your loss of TNX after it is transferred to you including by reason of your failure to keep an accurate record of your password or other credentials. If your private key(s) or other access credentials are lost, you may lose access to your TNX. We are not

responsible for any such losses. If your password protection is weak and it is cracked, stolen or otherwise obtained by a third party, this may also lead to the loss of TNX. As a result, you must safely store the passwords in one or more backup locations that are well separated from the primary location.

## **8. Personal Information**

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling TNX to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell TNX to you until you provide such requested information and we have determined that it is permissible to sell you TNX under applicable law or regulation. Please see our Privacy Policy, located on our Website ("Privacy Policy"), for information and disclosures relating to the collection and use of your personal information, and any other data in connection with your use of the Services. The Privacy Policy is incorporated by reference into these Terms.

## **9. Taxes**

The purchase price that you pay for TNX is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of TNX, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. You acknowledge that the ownership of TNX may fall under existing and/or future taxation laws. You are responsible for the payment of any taxes or fees, now existing or applicable in the future, that

may be incurred as a result of your ownership of Tokens. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase or ownership of TNX.

## **10. Representations and Warranties**

By purchasing TNX from us, you represent and warrant that:

10.1 You have read and understand these Terms (including the Whitepaper);

10.2 You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like BiTNXin and Ether, token storage mechanisms, blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing TNX;

10.3 You have obtained sufficient information about TNX to make an informed decision to purchase TNX;

10.4 You understand the restrictions and risks associated with the creation of TNX as set forth herein (and as set forth in the Whitepaper), and acknowledge and assume all such risks;

10.5 You understand, acknowledge and assume the risks associated with the purchase, holding and use of TNX in connection with the Services, as explained and disclosed in these Terms (and in particular Section 6 and the Whitepaper);

10.6 You understand that TNX confer only the right to access the Services, and confer no other rights of any form with respect to the Company or its corporate affiliates or



property, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

10.7 You are purchasing TNX solely for the purpose of accessing Services, being aware of the commercial risks associated with the Company and the TraNexus platform. You are not purchasing TNX for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;

10.8 Your purchase of TNX complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing TNX, using TNX, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

10.9 You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of TNX;

10.10 If you are purchasing TNX on behalf of any entity, you are authorised to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

10.11 You are not, nor are you an agent of, (i) a citizen or resident of the United States of America, The Peoples' Republic of China, the Republic of Korea, the People's Democratic Republic of Korea, Bangladesh, Morocco, Nepal, Pakistan, Thailand, Zimbabwe, or any country or territory in which participation in the purchase of TNX (or any digital token or crypto-currency) or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, or (ii) a citizen or resident of,

located in, a country or territory that is subject to sanctions or embargoes imposed by any country.

10.12 You further agree that you will not use TNX or Services in connection with transactions (i) in any country or territory that is subject to sanctions or embargoes, (ii) with any individual or entity that is identified on the Restricted Party Lists.

10.13 You agree that if your country of residence or any other circumstances change such that the above representations are no longer accurate, then you will immediately cease your acquisition of TNX and/or using the Services and notify the Company. If you are purchasing TNX or registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorised by such legal entity to act on its behalf.

10.14 You are of legal age to form a binding contract with TraNexus and meet all of the eligibility requirements in these Terms.

10.15 You are legally permitted to purchase TNX and assume the responsibility for complying with your applicable laws and regulations.

## **11. Transfer of Title; Risk of Loss**

You acknowledge and agree that transfer of possession to TNX, and the risk of loss in relation to the same, will pass from the Company to you upon credit of the TNX to the wallet specified by you.

## **12. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Representatives”) from and against all claims, demands, actions, damages, losses, costs and expenses (including legal fees) that arise from or relate to (whether directly or indirectly): (i) your purchase or use of TNX, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity. Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 12. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

### **13. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (i) TNX ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO TNX, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT; (ii) WE DO NOT REPRESENT OR WARRANT THAT TNX ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT

DEFECTS IN TNX WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT TNX OR THE DELIVERY MECHANISM FOR TNX ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

#### **14. Limitation of Liability**

14.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USER DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE, PROVISION OR USE OF TNX OR OTHERWISE RELATED TO THE SERVICES OR THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY REPRESENTATIVES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR

RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE TNX, EXCEED THE AMOUNT SPENT IN PURCHASE OF TNX.

14.2 THE LIMITATIONS SET FORTH IN SECTION 13.1 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUDULENT OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

## **15. Release**

To the fullest extent permitted by applicable law, you release the Company and other Company Representatives from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

## **16. DISPUTE RESOLUTION –ARBITRATION**

16.1 Binding Arbitration Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including,

without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

16.2 No Class Arbitrations, Class Actions or Representative Actions Any Dispute arising out of or related to these Terms or your purchase of TNX is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

16.3 Process Arbitration will be conducted confidentially. Any Dispute shall be referred to and finally resolved by arbitration administered in Ireland and in accordance with the Arbitration Rules of the Republic of Ireland, for the time being in force, which rules are deemed to be incorporated by reference in this clause.

16.4 Authority of Arbitrator(s) As limited by these Terms and the applicable rules, the arbitrator(s) will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a

Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator(s) may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

16.5 Severability of Dispute Resolution and Arbitration Provisions If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in this Section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

## **17. Governing Law and Venue**

These Terms will be governed by and construed and enforced in accordance with the laws of the Republic of Ireland without regard to conflict of laws, rules, or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts the Republic of Ireland

## **18. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## **19. Miscellaneous**

19.1 These Terms (and, where applicable, the TraNexus Terms and Policies) constitute the entire agreement between the Purchaser and the Company relating to the purchase of TNX from the Company. The Company may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms on our website and update the “Last Updated” date above. The amended Terms will be effective immediately.

19.2 We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

19.3 We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control.

19.4 Purchasing TNX from us does not create any form of partnership, joint venture or any other similar relationship between you and us.

19.5 Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.



19.6 You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

## **CONTACT US**

If you have questions or concerns regarding this policy or TraNexus's personal data processing policies, please contact TraNexus at: [info@tranexus.com](mailto:info@tranexus.com)

## **Schedule 1**

### **Risks Relating to Purchase, Sale and Use of TNX**

Important Note: As noted elsewhere in these Terms, TraNexus tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Schedule is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Schedule, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

Prior to purchasing TNX, you should carefully consider the risks listed below and, to the extent necessary, consult a lawyer, accountant, and/or tax professional prior to determining whether to purchase TNX. By purchasing, holding and using TNX, you expressly acknowledge and assume the following risks:

#### **1. Security**

Hackers or other malicious groups or organisations may attempt to interfere with TraNexus or TNX in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, which may result in loss or corruption of TNX.

#### **2. Fundraising**

The Pre-ICO and ICO may not reach the target sale amount and so the Company may not have

the sufficient funds to execute on its business plan. There is no guarantee the Company will be able to execute its business plan. If the Company is successful in implementing its business plan, you will not benefit or participate in the Company's growth by virtue of your ownership of TNX.

### **3. Token Value**

Digital currencies are extremely volatile and TNX may suffer from said volatility. TraNexus does not guarantee any specific value of TNX over any period of time. TNX may be significantly influenced by digital currency market trends and TNX value may be severely depreciated due to non-TNX related events in the digital currency markets.

### **4. Loss of Private Key(s), Custodial Error or Purchaser Error**

A private key, or a combination of private keys, is necessary to control and dispose of TNX stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing TNX will result in loss of such TNX. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your TNX. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store TNX, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your TNX.

### **5. Waves**

Because TNX and TraNexus Services are based on the Waves protocol, any malfunction, breakdown or abandonment of the Waves blockchain may have a material adverse effect on

TraNexus or TNX (including the value of TNX or the ability to use it to access the Services).

## **6. Regulation**

The regulatory status of TNX and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting TraNexus and TNX. Changes in laws or regulatory status or actions by governmental authorities could negatively impact TraNexus and TNX in various ways. This could result in substantial modifications to the proposed implementation of the TraNexus project and TNX utility or may even cause the Company to cease operations in a jurisdiction or at all.

## **7. Tax**

Purchasing TNX may result in adverse tax consequences to you, including the imposition of withholding taxes, income taxes and tax reporting requirements. You should seek tax advice from your own tax counsel in connection with purchasing TNX.

## **8. Competition**

It is possible that alternative platforms and solutions could be established that utilise the same or similar protocols underlying TraNexus and attempt to facilitate services that are materially similar to the Services. Such competition could negatively impact TraNexus and TNX, including TNX's utility for obtaining Services.

## **9. Demand**

It is possible that TraNexus will not be used by a large number of individuals, companies and other entities. Such a lack of use or interest could negatively impact the development of TraNexus and the potential utility of TNX, including its utility for obtaining Services.

## **10. Development**

TraNexus is yet to be developed and may undergo significant changes over time. Although we intend for TNX and TraNexus to follow the specifications set forth in the Whitepaper, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of TNX or TraNexus for any number of legitimate reasons. This could create the risk that TNX or TraNexus, as further developed and maintained, may not meet your expectations at the time of purchasing TNX. Furthermore, despite our good faith efforts to develop and maintain TraNexus, it is still possible that TraNexus will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact TraNexus and the potential utility of TNX, including its utility for obtaining Services. It is possible that, due to any number of reasons, including without limitation, the failure of the business relationships, or competing intellectual property claims, TraNexus may no longer be a viable business and may dissolve, or TNX may fail to launch.

## **11. Governance**

Because TNX confer no governance rights of any kind with respect to TraNexus or Company, all decisions involving TraNexus or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue TraNexus, to sell more TNX for use in TraNexus, or to sell or liquidate the Company. These decisions could adversely affect

TraNexus and the utility of TNX that you hold, including TNX's utility for obtaining Services.

## **12. Links**

We have no control over your participation, correspondence, or business dealings with any third party found on or accessed through the Services, including without limitation with respect to any payment for or delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

## **13. Unanticipated Risks**

Cryptographic tokens such as TNX are a new and untested technology. In addition to the risks included in this Schedule, there are other risks associated with your purchase, holding and use of TNX, including those that the Company cannot anticipate.