

Token Purchase Terms and Conditions

Important notice

- You are strongly urged to read and carefully consider the Whitepaper (as defined below) and these terms and conditions (**Terms and Conditions**) before proceeding.
- You accept and agree to be bound by these Terms and Conditions, and any terms incorporated by reference herein, and such terms will constitute a binding agreement between ALAX SOFT Inc. and you. You are also referred to in these Terms and Conditions as **Purchaser**. If you have any questions, please contact info@alax.io.
- Purchaser acknowledges, understands and agrees that:
 - PURCHASER IS AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING TOKENS (AS DEFINED BELOW), INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ALL AMOUNTS PAID FOR TOKENS. PURCHASER ACKNOWLEDGES THE RISKS DESCRIBED IN THE SUPPLEMENT TO THE WHITEPAPER, ENTITLED "CERTAIN RISKS AND DISCLOSURES". BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.
 - Tokens do not represent a debt or equity interest in ALAX SOFT Inc. and a purchase of Tokens is not akin to making an investment. As a purchaser of Tokens, Purchaser's rights are limited to those specifically described herein and in the White Paper. Tokens have no rights, uses or attributes outside of the proposed use within the Platform (as defined below) and accordingly may have no value outside of the value of its proposed use in the Platform.
 - Purchaser is subject to and bound by these Terms and Conditions by virtue of Purchaser's purchase of Tokens.
 - Unless set out herein, purchases of Tokens are non-refundable and cannot be cancelled by Purchaser. ALAX SOFT Inc. reserves the right to refuse or cancel purchase requests at any time in its sole discretion.
 - Purchaser has sufficient understanding of cryptographic tokens, token and cryptocurrency storage mechanisms (such as hot and cold wallets) and blockchain technology generally to understand these Terms and Conditions and to appreciate the risks and implications of purchasing, using and storing Tokens.
 - Certain persons, including persons who purchase Tokens earlier than Purchaser, may receive more Tokens for the same amount paid.
 - These Terms and Conditions include a disclaimer, limitation of liability and indemnity.

- Nothing in these Terms and Conditions shall be deemed to constitute a prospectus of any sort, a solicitation for investment or investment advice nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction.

Background

- These Terms and Conditions form an agreement between you, or the entity you represent (**You** or **Purchaser**, which expression, where there is more than one person, means those purchasers collectively) and ALAX SOFT Inc. an exempted company incorporated with limited liability pursuant to the Companies Law (Revised) of the Cayman Islands (**ALAX SOFT Inc.**), and relate to the acquisition of Tokens (defined below) by Purchaser from ALAX SOFT Inc. (collectively, the **Token Sale**).
- ALAX SOFT Inc. has prepared the Whitepaper and accompanying Supplement which is available at <https://alax.io> and which describes matters relating to the Tokens, Services and Platform and certain risks and disclosures (as amended or supplemented from time to time, the **White Paper**). Purchaser acknowledges that it has read and understands the Whitepaper and has no objection to its contents. Information in the Whitepaper (excluding, in this context, the Supplement) is of a descriptive nature only and does not, unless explicitly incorporated herein, form a part of these Terms and Conditions.
- Unless defined otherwise in these Terms and Conditions, capitalised terms have the meanings given to them in the White Paper.
- For the purposes of these Terms and Conditions, **Tokens** mean ALX Tokens, being cryptographically secured digital tokens that are generated by software code (a token smart contract) developed and/or executed by ALAX SOFT Inc. and is based upon a mathematical proof and comprised of two numbers or keys: a public key that encrypts certain details and a private key that decrypts it. The Tokens are intended to have the functions and features as are set out in the White Paper. Tokens represent a digital asset and Purchaser's purchase of Tokens are subject to the terms herein.

Platform

- ALAX SOFT Inc. intends for the Tokens to be used in a digital content-oriented blockchain - DCore (**Platform**). ALAX SOFT Inc.'s intended purpose of the Tokens is to develop and support mobile game distribution in emerging markets, improving distribution, facilitating payments and bringing integrated user rewards, including by the provision of a one way exchange where ALX Token holders can purchase ALA Tokens issued by ALAX Systems Ltd. (**Platform Operator**), an affiliate of ALAX SOFT Inc. (**Services**). ALA Token Holders may purchase games or use ALA Tokens for in-app purchases. Game developers may request pay out of ALA Tokens to fiat currency.
- The Platform will be initially developed and operated by the Platform Operator. Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable access to the Services in accordance with the

then applicable terms of use relating to the Services and Platform. In particular, Purchaser understands and agrees that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Platform, ALAX SOFT Inc, Platform Operator or any of their corporate affiliates. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument. Purchaser is purchasing Tokens solely for the purpose of accessing Services and participating in the Platform and is not purchasing Tokens for any other purpose, including, but not limited to, any investment, speculative or financial purpose.

Development of Platform

- Purchaser acknowledges and agrees that the Platform is in an early stage of development and may undergo significant changes over time. ALAX SOFT Inc. may develop certain applications and software for use in the Platform, but ALAX SOFT Inc. does not develop or maintain the Platform. ALAX SOFT Inc. is not responsible or liable for the Platform or any third-party uses of the Platform.

Website Terms of Use

- ALAX SOFT Inc. has established a written Website Terms of Use, which is available at <http://alax.io/terms.pdf> , and sets out the terms of use of the Website. The Website Terms of Use, as it may be amended from time to time, is hereby incorporated by reference. Purchaser acknowledges that it has read and understands the Website Terms of Use and its contents.

Scope of Terms and Conditions

- Unless otherwise stated in these Terms and Conditions, these Terms and Conditions only govern Purchaser's purchase of Tokens. Any use of Tokens in connection with accessing the Services or the Platform may be governed by other applicable terms and conditions and policies. Any obligations or covenants of ALAX SOFT Inc. in these Terms and Conditions are obligations or covenants to Purchaser as a purchaser of Tokens in the Token Sale, and such obligations or covenants do not attach or transfer with the transfer of any Token.

1 Offer and sale

Application

- 1.1 Subject to the terms and conditions herein, Purchaser agrees to purchase Tokens from ALAX SOFT Inc. in accordance with these Terms and Conditions up to the total amount of Purchase Price (defined below) received or set by ALAX SOFT Inc. from Purchaser.

Acceptance

- 1.2 Purchaser's offer to purchase Tokens will be considered as duly accepted upon the completion of the following steps:

- (a) Purchaser registers with ALAX SOFT Inc. on the online token purchase and sale web-portal accessible at <https://alax.io>;
- (b) Purchaser transfers Purchase Price, or any part thereof, to ALAX SOFT Inc.'s receiving cryptocurrency address displayed during online token purchase process on the Portal alax.io (**ALAX SOFT Inc. Receiving Address**) in accordance with the Token purchase procedures set out on the Website; and
- (c) the conclusion of the Sale Period (defined below) and the recording of the generation of Tokens on the Ethereum blockchain.

Sale Period

- 1.3 In these Terms and Conditions, the term **Token Sale** includes the First Round and Second Round, each as defined below. ALAX SOFT Inc. reserves the right, in its sole discretion, to change the time periods of each phase of the Token Sale due to, among other things, technical challenges.

First Round

- 1.4 The first round of the Token Sale (**First Round**) will begin at 10.30am UTC on 17 April 2018 (**TGE Start Time**) and end at the earlier of (i) 10.30 am UTC on 23 April 2018 (**TGE End Time**) and (ii) the time and date at which one hundred and sixty five million (165,000,000) Tokens have been sold (**First Round End Time**). The period starting at the TGE Start Time and ending at the First Round End Time is referred to herein as the **First Round**.

Second Round

- 1.5 The second round of the Token Sale will begin at the First Round End Time and end at the earlier of (i) the TGE End Time and (ii) the time and date at which three hundred million (300,000,000) Tokens have been sold in total; provided that if at the TGE End Time fewer than three hundred million (300,000,000) Tokens have been sold in total during the First Round and the Second Round ALAX SOFT Inc. shall thereupon distribute, pro rata, any such unsold Tokens to the purchasers of the Tokens sold in the Token Sale prior to such time. The period starting at the First Round End Time and ending at the TGE End Time is referred to herein as the **Second Round**.
- 1.6 ALAX SOFT Inc. reserves the right to change the sale dates or extend the duration of the Token Sale for any reason.

Token Allocation and Distribution Policy

- 1.7 All Tokens generated in connection with the Token Sale will be pre-mined such that no new Tokens will be generated following completion of the Token Sale. ALAX SOFT Inc. intends to hold, allocate, distribute and/or sell all Tokens mined to the proposed persons, or class of persons, set out in the Token Structure and Token Generation Event sections of the

Whitepaper (**Token Allocation and Distribution Policy**), which sections include details regarding the timing and makeup of the distribution of Tokens, pricing of Tokens and the amount of Tokens that will be distributed.

- 1.8 Purchaser acknowledges and agrees that certain of ALAX SOFT Inc.'s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers will receive Tokens as further described in the Token Allocation and Distribution Policy.

Price Per Token

- 1.9 The price(s) per Token for the Tokens sold in the Token Sale are as follows:
- (a) The price for the first 165,000,000 Tokens sold is 1 ETH = 11,000 ALX Tokens.
 - (b) The price for the subsequent 135,000,000 Tokens sold is 1 ETH = 10,000 ALX Tokens.
- 1.10 The First Round and Second Round are each sometimes referred to herein as a **Sale Phase** or collectively as the **Sale Phases**, as the context requires. The price per Token payable in each Sale Phase is sometimes referred to herein as **Price Per Token**, as the context requires.
- 1.11 Once a Sale Phase is exhausted or otherwise ended, no further purchases will be accepted in that Sale Phase.

Payment currencies

- 1.12 The Price Per Token is set in Ether (ETH), however Purchaser must pay for Tokens in one (and not a combination) of the following cryptocurrencies: Ether (ETH), bitcoin (BTC), bitcoin cash (BCH), Litecoin (LTC), DECENT (DCT), SophiaTX (SPHTX) or such other cryptocurrency or cryptocurrencies as ALAX SOFT Inc. may determine (each, a **Payment Currency**).

Exchange rate

- 1.13 The Price Per Token equivalent in the selected Payment Currency will be determined using an exchange rate between ETH and the selected Payment Currency sourced by ALAX SOFT Inc. daily (ER Source Time) for the applicable Payment Currency for the 24 hour period immediately preceding such ER Source Time. The exchange rate set at the ER Source Time most recently preceding the time of the purchase request will be used for such purchase of Tokens, unless these Terms and Conditions provide otherwise.

Exchange rate volatility

- 1.14 In the event that ALAX SOFT Inc, in its sole discretion, determines that the volatility in the rate of a Payment Currency during any time period may be disruptive to the Token Sale, ALAX SOFT Inc. reserves the right (i) to suspend, at any time or from time to time, the acceptance of purchase requests until ALAX SOFT Inc. determines, in its sole discretion, to resume the receipt of purchase requests or (ii) to set an exchange rate determined by ALAX SOFT Inc. to

be reasonable, in its sole discretion, until ALAX SOFT Inc. determines, in its sole discretion, to resume the use of all or such number of the Price Sources as ALAX SOFT Inc. shall determine.

Purchase price

- 1.15 The amount of the selected Payment Currency (the **Purchase Price**) that Purchaser will pay for the number of Tokens that Purchaser purchases in the Token Sale (the **Purchased Tokens**) will be determined by dividing the total ETH value of the Purchased Tokens (i.e., the Purchased Tokens multiplied by the applicable Price Per Token) by the Exchange Rate.

2 Token Sale procedures

Modification of procedures

- 2.1 ALAX SOFT Inc. reserves the right, in its sole discretion, to modify any of the Token Sale procedures or any of the timelines described in these Terms and Conditions due to, among other things, network congestion or other technical challenges.

Website contribution

- 2.2 ALAX SOFT Inc. has set up the Portal to administer the Token Sale. In order to acquire Tokens, Purchaser must click on the Contribute button and follow the further steps presented to Purchaser.

User credentials

- 2.3 As part of the Token Sale, Purchaser must provide ALAX SOFT Inc. or an Administrator (as such term is defined below) with certain know your customer (KYC) information and Purchaser's name, address, date of birth, email address, telephone number requested by ALAX SOFT Inc. (User Credentials) post the Token Sale participation.
- 2.4 ALAX SOFT Inc. and any Administrator reserves the right to suspend or block Purchaser's access to the Token Sale upon suspicion of any unauthorized access or use, or any attempt thereof, associated with Purchaser's User Credentials. Purchaser agrees to maintain and promptly update its User Credentials and KYC information to keep such information accurate, complete and current. Purchaser shall use its reasonable best efforts to keep its User Credentials and KYC information private and secure from unauthorised access.

Wallet requirements

- 2.5 To participate in the Token Sale and to receive Tokens, Purchaser must agree to additional terms and conditions that will be provided to Purchaser for use of a digital wallet used for the receipt of Tokens. In addition, ALAX SOFT Inc. must have a compatible digital wallet and receiving public address (**Purchaser Receiving Address**) for Purchaser's receipt of Tokens. Purchaser understands and agrees that ALAX SOFT Inc. reserves the right to prescribe additional guidance regarding specific receipt requirements. Purchaser should not send the

Payment Currency to the ALAX SOFT Inc. Receiving Address (as defined below) from an exchange account.

Payment of Purchase Price

- 2.6 Purchaser must pay the Purchase Price by sending the correct quantity of one, but not a combination of, Payment Currency (ie, BTC, ETH etc) to the ALAX SOFT Inc. Receiving Address. The Purchaser's purchase is not guaranteed until ALAX SOFT Inc. receives the full amount of the Purchase Price and the Token Sale has concluded. The Purchase Price will be deemed not to be received until ALAX SOFT Inc. receives six (6) network confirmations of the transaction on the applicable network of the relevant cryptocurrency.

Mining, Gas and transactional fees

- 2.7 The Purchaser will be responsible for, and pay in addition to the Purchase Price, all Gas, mining and other transactional fees associated with the transfer of the Purchase Price and purchase of Tokens. In the event that, due to the deduction of Gas or other transfer fees, the amount of the Purchase Price that ALAX SOFT Inc. receives from Purchaser is greater or less than the amount of the Purchase Price associated with the number of Purchased Tokens selected by Purchaser in the Portal, ALAX SOFT Inc. will increase or decrease Purchaser's number of Purchased Tokens in accordance with the amount actually received by ALAX SOFT Inc. and Purchaser agrees to any such adjustment of the number of Purchased Tokens.

Token purchase instructions

- 2.8 In addition to the instructions above, the Portal includes further procedures and instructions regarding the purchase and delivery of Tokens (**Token Purchase Instructions**). The Token Purchase Instructions will set out the applicable Gas limit and the field Purchaser should insert in the sending data field. By accepting these Terms and Conditions, Purchaser acknowledges and agrees and has no objection to the Token Purchase Instructions. Failure to follow the exact procedures described in the Token Purchase Instructions may result in the incorrect transmission and/or the total loss of Purchaser's Tokens. The receipt or purchase of Tokens through any other means other than the means described in the Token Purchase Instructions are not sanctioned or agreed to in any way by ALAX SOFT Inc.

Delivery of Tokens

- 2.9 Subject to these Terms and Conditions, ALAX SOFT Inc. will deliver the quantity of Tokens Purchaser is to receive for conversion or purchase by the later (the **Token Delivery Date**) of (i) two (2) weeks after the TGE End Time (provided, however, that ALAX SOFT Inc. reserves the right to extend the Token Delivery Date for up to two (2) additional weeks if necessary to address any technical difficulties), and (ii) one (1) week after Purchaser provides a complete and accurate Purchaser Receiving Address, and (iii) one (1) week after Purchaser provides complete and accurate KYC information and documentation requested by ALAX SOFT Inc. (provided, however, that ALAX SOFT Inc. reserves the right to extend the Token Delivery Date if ALAX SOFT Inc. determines, in its sole discretion, that additional time is advisable to analyse

KYC information and documentation and conduct related compliance). For the avoidance of doubt, any extension pursuant to these Terms and Conditions shall not affect the obligation of ALAX SOFT Inc. and Purchaser to make and take delivery, respectively, of Tokens purchased.

Rejection and refund policy

- 2.10 Purchaser's purchase of Tokens during the Token Sale is final. Purchaser cannot cancel the purchase and Purchaser's purchase cannot be refunded, except as provided in these Terms and Conditions or as may be required by applicable law.
- 2.11 ALAX SOFT Inc. has the right to reject Purchaser's offer to purchase Tokens, in whole or in part, without giving a reason for that rejection and in those circumstances the cryptocurrencies submitted by Purchaser will be returned to Purchaser Receiving Address used to originally send such cryptocurrency.

3 Purchaser's additional representations, warranties and covenants

Purchaser agrees to Purchaser's acknowledgements in the Whitepaper

- 3.1 The Purchaser acknowledges to ALAX SOFT Inc. that:
- (a) it has received and considered the White Paper; and that
 - (b) its application for Tokens includes the acknowledgements on the part of Purchaser set out in, the White Paper.

Purchaser understands Whitepaper and has evaluated purchase

- 3.2 The Purchaser acknowledges to ALAX SOFT Inc. that:
- (a) it has read and fully considered the Whitepaper in connection with its application for Tokens;
 - (b) it understands the White Paper; and
 - (c) it has evaluated its proposed purchase of Tokens in the light of its financial condition and resources.

Purchaser is aware of risks and material information

- 3.3 The Purchaser confirms that:
- (a) PURCHASER IS FULLY AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING TOKENS, INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ALL AMOUNTS PAID FOR TOKENS AND THE RISKS DESCRIBED AND/OR REFERENCED HEREIN. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

- (b) Purchaser has sufficient understanding of technical and business matters (including those that relate to the Services and Platform), cryptocurrency storage mechanisms (such as token wallets) and blockchain technology to understand these Terms and Conditions and to appreciate the risks and implications of purchasing Tokens.
- (c) Purchaser understands that the Tokens confer no rights of any form with respect to the Platform or ALAX SOFT Inc, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- (d) Purchaser is purchasing Tokens solely for the purpose of accessing Services, participating in the Platform, and supporting the development, testing, deployment and operation of the Platform, if applicable, being aware of the commercial risks associated with ALAX SOFT Inc. and the Platform. Purchaser is not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose.

Purchaser is an Eligible Purchaser

3.4 The Purchaser represents and warrants to ALAX SOFT Inc. that:

- (a) it is an Eligible Purchaser as defined in Schedule 1; and
- (b) it is not acting on behalf of, or for the benefit of, nor does it intend transferring any Tokens it may purchase to, any person who is not an Eligible Purchaser.

Restricted territory

3.5 Purchaser (i) is not a citizen or entity of; (ii) was not formed in; (iii) does not reside in; (iv) is not located in; (v) does not have a place of business in; and (vi) is not conducting business in (any of which makes the Purchaser a **Resident**) the United States of America, Canada, Singapore or the People's Republic of China (which, for the purposes of this Agreement, does not include Hong Kong, Macau and Taiwan) or any of their respective states, provinces, territories and possessions (each a **Restricted Territory**). Purchaser did not also acquire any Tokens within a Restricted Territory and will not transfer any Tokens to a Resident of a Restricted Territory or within a Restricted Territory. The Purchaser is also not a Resident of any state or jurisdiction that requires ALAX SOFT Inc. to obtain a money services business, money transmitter or virtual currency businesses license or registration. You confirm that you are entering into these Terms and Conditions on an unsolicited basis and are not aware of and are in no way relying on, and did not become aware of the Tokens through or as a result of, from or in any Restricted Territory pursuant to any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, and you are not entering into these Terms and Conditions and did not become aware of the Tokens through or as a result of, in any Restricted Territory, any seminar or meeting to which you were invited by, or any solicitation of a subscription by, any person.

Purchaser knows application may be rejected

- 3.6 The Purchaser acknowledges to ALAX SOFT Inc. that:
- (a) ALAX SOFT Inc. and/or any third party service provider contracted by ALAX SOFT Inc. in connection with the Token Sale (each, an **Administrator**) has the right to reject Purchaser's application for Tokens, in whole or in part, without giving a reason for that rejection; and
 - (b) in the circumstances described in (a), the full amount of cryptocurrencies transferred, or the excess in respect of a scaled down subscription, minus reasonably transactional costs, will be refunded, without interest, to Purchaser Receiving Address from which the original cryptocurrency subscription amounts were remitted or to another digital wallet receiving address whitelisted by the Administrator.

Purchaser consents to AML verification

- 3.7 Due to anti-money laundering requirements, Purchaser acknowledges to ALAX SOFT Inc. that:
- (a) the Administrator and ALAX SOFT Inc. (as the case may be) may require further verification of the identity and source of Purchaser's funds before the application for Tokens can be processed; and
 - (b) if the verification evidence supplied is not satisfactory, ALAX SOFT Inc. or Administrator will, at Purchaser's expense, return the subscription funds tendered, without interest, to the Purchaser Receiving Address from which they were remitted and section 3.6 of these Terms and Conditions will apply.
- 3.8 The Purchaser hereby releases ALAX SOFT Inc. and the Administrator from all claims for any loss that it may suffer as a result of that action, and it hereby waives all such claims.
- 3.9 The Purchaser indemnifies the Administrator and ALAX SOFT Inc, and each of them, against all loss arising out of, or in connection with, a failure to process its application for Tokens.
- 3.10 To the extent that the foregoing release, waiver and indemnity enures for the benefit of the Administrator, Purchaser acknowledges, and by accepting these Terms and Conditions ALAX SOFT Inc. agrees, that ALAX SOFT Inc. holds the benefit of that undertaking on trust for the Administrator.

Purchaser aware of AML reporting obligations

- 3.11 Under the Proceeds of Crime Law (Revised) of the Cayman Islands:
- (a) if any person who is resident in the Cayman Islands knows or suspects that another person is engaged in criminal conduct or has a suspicion that a payment to ALAX SOFT Inc. (by way of subscription or otherwise) is criminal property, that person is required to report such information or other matter pursuant to that Law; and

- (b) that report is not treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

By subscribing for Tokens, Purchaser consents to the disclosure by or on behalf of ALAX SOFT Inc. of any information about Purchaser to regulators and others upon request in connection with money laundering and similar matters, both in the Cayman Islands and in other jurisdictions.

Purchaser agrees to accept the number of Tokens allotted

- 3.12 The Purchaser agrees with ALAX SOFT Inc. to accept the number of Tokens that ALAX SOFT Inc. allots to it for the subscription amount tendered in accordance with these Terms and Conditions.

If Purchaser is a trustee, agent or the like, trust representations etc

- 3.13 If Purchaser acts as trustee, agent, representative or nominee for another person (**Beneficial Owner**):

- (a) Purchaser shall notify ALAX SOFT Inc. and Administrator that it is acting for the Beneficial Owner and provide all information and documentation required or requested relating to that Beneficial Owner;
- (b) Purchaser understands and acknowledges to ALAX SOFT Inc. that the representations, warranties and agreements made in these Terms and Conditions are made by Purchaser both (1) with respect to Purchaser and (2) with respect to the Beneficial Owner;
- (c) Purchaser represents and warrants to ALAX SOFT Inc. that it has all requisite power and authority from the Beneficial Owner to execute and perform the obligations under these Terms and Conditions;
- (d) Purchaser indemnifies ALAX SOFT Inc, the Administrator and their respective directors, members, partners, officers, employees, delegates, advisors, subcontractors and agents (whether existing or in the future) against all costs, fees and expenses (including legal fees and disbursements) in connection with any damages arising out of, or in connection with:
 - (i) any misrepresentation or misstatement by Purchaser in these Terms and Conditions; or
 - (ii) the improper assertion of Purchaser's proper authorisation from the Beneficial Owner to enter into these Terms and Conditions or to perform its obligations.

- 3.14 To the extent that the foregoing indemnity enures for the benefit of the Administrator or for the benefit of any director, officer, employee, delegate, advisors, agent or subcontractor (whether existing or in the future) of ALAX SOFT Inc. or the Administrator, Purchaser acknowledges,

and by accepting these Terms and Conditions ALAX SOFT Inc. agrees, that ALAX SOFT Inc. holds the benefit of that indemnity on trust for that person.

Purchaser accepts exchange-rate risk

3.15 The Purchaser acknowledges to ALAX SOFT Inc. that adverse fluctuations in exchange rates could reduce the return to it upon the return of the Tokens.

Use of Purchaser's personal data

3.16 The Purchaser acknowledges to, and agrees with, ALAX SOFT Inc. that Purchaser's personal data (as set out under "**Data Protection**") may be used in the manner set out herein.

Purchaser to notify of changes

3.17 The Purchaser undertakes to ALAX SOFT Inc. to notify the Administrator or ALAX SOFT Inc. immediately if:

- (a) Purchaser becomes aware that it or any person for whom it holds the Tokens has ceased to be an Eligible Purchaser; or
- (b) any of the representations, declarations or statements in these Terms and Conditions are no longer accurate and complete in all respects.

Purchaser to substantiate representations etc if requested

3.18 The Purchaser agrees with ALAX SOFT Inc:

- (a) that it shall be deemed to make the representations, warranties and covenants set out in this part to ALAX SOFT Inc. as of the time of Purchaser's request and receipt of Tokens;
- (b) to provide to ALAX SOFT Inc. these representations, warranties, acknowledgements, undertakings and agreements at any time ALAX SOFT Inc. requests; and
- (c) to provide on request such certifications, documents or other evidence as ALAX SOFT Inc. may reasonably require to substantiate these representations, warranties, acknowledgements, undertakings and agreements.

No conflict

3.19 Purchaser is legally permitted to hold and make use of Tokens in its relevant jurisdiction. The execution, delivery and performance of these Terms and Conditions will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

- (a) any provision of its organizational documents, if applicable;

- (b) any provision of any judgment, decree or order to which it is a party, by which it is bound, or to which any of its material assets are subject;
- (c) any material agreement, obligation, duty or commitment to which it is a party or by which it is bound; or
- (d) any laws, regulations or rules applicable to it.

No consents or approvals

3.20 The execution and delivery of, and performance under, these Terms and Conditions require no approval or other action from any governmental authority or person other than Purchaser.

Taxes

3.21 The purchase and receipt of Tokens may have tax consequences for Purchaser. Purchaser is solely responsible for compliance with its tax obligations and ALAX SOFT Inc. bears no liability or responsibility with respect to any tax consequences to Purchaser. Purchaser agrees to comply with all applicable tax obligations arising from its purchase and ownership of Tokens in all applicable jurisdictions.

No advice

3.22 ALAX SOFT Inc. has not provided Purchaser with any advice regarding whether purchasing a Token is a suitable purchase.

4 Anti-money laundering

Purchasers' AML representations etc

4.1 The Purchaser represents and warrants to ALAX SOFT Inc. that:

- (a) it is not a Prohibited Person (as defined at the end of Schedule 1);
- (b) no person or entity that controls, is controlled by or under common control with, Purchaser a Prohibited Person; and
- (c) to the extent Purchaser has any Beneficial Owners:
 - (i) it has carried out thorough due diligence to establish the identities of those Beneficial Owners;
 - (ii) based on that due diligence, Purchaser reasonably believes that no Beneficial Owner is a Prohibited Person;

- (iii) it holds the evidence of those identities and status and will maintain all of that evidence for at least five years from the date of Purchaser's Tokens are fully returned to ALAX SOFT Inc; and
 - (iv) it will make available that evidence and any additional evidence that ALAX SOFT Inc. may require upon request in accordance with applicable regulations.
- (d) For these purposes, Beneficial Owners include, but are not be limited to the following: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund of funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person represented by Purchaser in an agency, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity, the information and representations set forth in these Terms and Conditions must also be given with respect to its individual Beneficial Owners. If Purchaser is a publicly-traded company, it need not conduct due diligence as to its Beneficial Owners.

ALAX SOFT Inc.'s power to take actions under applicable AML regulations

- 4.2 The Purchaser acknowledges to ALAX SOFT Inc. that if any of the representations and warranties in the preceding clause ceases to be true or if ALAX SOFT Inc. no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, ALAX SOFT Inc. may, in accordance with applicable regulations, be obligated to do one or more of the following:
- (a) to take certain actions relating to Purchaser's holding of Tokens;
 - (b) to report that action; and
 - (c) to disclose Purchaser's identity to OFAC or other authority.

Release by Purchaser if ALAX SOFT Inc. takes such an action

- 4.3 If ALAX SOFT Inc. is required to take any of the actions referred to in the preceding clause, Purchaser understands, and agrees with ALAX SOFT Inc, that it has no claim against ALAX SOFT Inc, the Administrator, and their respective affiliates, directors, members, partners, shareholders, officers, employees, advisors, delegates, subcontractors and agents (whether existing or in the future) for any of damages as a result of any of those actions.
- 4.4 To the extent that the foregoing release enures for the benefit of the Administrator, or for the benefit of any director, officer, employee, member, partner, shareholder, delegate, advisor, agent or subcontractor (whether existing or in the future) of ALAX SOFT Inc. or the Administrator, Purchaser acknowledges, and by accepting these Terms and Conditions ALAX SOFT Inc. agrees, that ALAX SOFT Inc. holds the benefit of release on trust for that person.

Compliance with applicable AML regulations

4.5 In order to comply with the anti-money laundering regulations applicable to ALAX SOFT Inc. and the Administrator, Purchaser acknowledges to ALAX SOFT Inc. that:

- (a) Tokens will not be issued until the Administrator or ALAX SOFT Inc. is satisfied that evidence regarding the source of the subscription amounts, the identity of Purchaser and the payment instructions for Token returns, is satisfactory;
- (b) Token Return proceeds will only be made to a Purchaser Receiving Address whitelisted by the Administrator or ALAX SOFT Inc.

5 Purchaser's power and authority

If Purchaser is a corporation or other entity

5.1 This clause applies if Purchaser is not an individual.

- (a) The individual executing these Terms and Conditions on behalf of Purchaser represents and warrants to ALAX SOFT Inc. that:
 - (i) he or she is duly authorised to do so; and
 - (ii) Purchaser has the full power and authority under its governing instruments to acquire Tokens of ALAX SOFT Inc.
- (b) The Purchaser further represents and warrants to ALAX SOFT Inc. that:
 - (i) it is duly organised, validly existing and in good standing under the laws of its jurisdiction of organisation;
 - (ii) the execution and delivery of these Terms and Conditions and the performance by it of its terms:
 - (A) are within Purchaser's powers, have been duly authorised by all necessary actions on its behalf;
 - (B) require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to ALAX SOFT Inc) in order to make this purchase; and
 - (C) does not contravene, or constitute a breach of or default under any provision of (1) applicable law or governmental rule, regulation or policy statement, or (2) its certificate of incorporation or other comparable organisational documents, or (3) any agreement, judgment, injunction, order, decree or other instrument binding upon it; and

- (iii) the terms of these Terms and Conditions constitute a valid and binding agreement of Purchaser and is enforceable against Purchaser in accordance with its terms.

If Purchaser is an individual

5.2 If Purchaser is an individual, Purchaser represents and warrants to ALAX SOFT Inc. that:

- (a) these Terms and Conditions constitute a valid and binding agreement of Purchaser and are enforceable against Purchaser in accordance with its terms; and
- (b) Purchaser has legal competence and capacity to execute this Form.

If Purchaser acts as trustee etc for another

5.3 In addition to clauses 5.1 and 5.2, if Purchaser is acting as trustee, agent, representative or nominee for another person or entity, Purchaser understands, and agrees with ALAX SOFT Inc, that the representations, warranties, acknowledgements, undertakings and agreements in these Terms and Conditions are made by Purchaser (1) with respect to Purchaser and (2) with respect to that other person or entity.

6 Future exchange or migration of Tokens

6.1 The Tokens issued and sold to Purchaser in connection with the Token Sale are being created as ERC20 compliant tokens on the Ethereum protocol. Following completion of the Token Sale, ALAX SOFT Inc. reserves the right to exchange and/or migrate the all Tokens generated in connection with the Token Sale (**Pre-existing Tokens**) to another Ethereum smart contract or blockchain network protocol or otherwise replace the Pre-existing Tokens with another digital token (the **Replacement Tokens**) should ALAX SOFT Inc. determine, in its sole discretion, that doing so is necessary or useful for the operation of the Platform, legal compliance reasons or for the purposes of achieving technical and operational efficiencies. Should ALAX SOFT Inc. decide to exchange and/or migrate the Pre-existing Tokens, ALAX SOFT Inc. may no longer provide support for the Pre-existing Tokens relating to the Services or any other operational matters, except with respect to the exchange or migration process. If the Tokens are exchanged or migrated to another protocol, the practical utility of Pre-existing Tokens will likely diminish rapidly once Replacement Tokens are created. Purchaser acknowledges and agree that for it to access the Services or obtain future utility from the Tokens following the creation of Replacement Tokens, certain actions and efforts may be required from Purchaser in order for it to receive Replacement Tokens.

6.2 Without limiting the generality of the foregoing, Purchaser acknowledges that ALAX SOFT Inc. intends to migrate the Tokens to DECENT DCore User Issuable Assets.

7 Proper instructions

Individuals authorised to give/receive instructions for Purchaser

7.1 In the Portal, Purchaser has provided names of individuals authorised by Purchaser to give and receive instructions between ALAX SOFT Inc. (or the Administrator) and Purchaser, together. Those individuals are the only individuals so authorised until further written notice is given to the Administrator executed by one or more of them.

How can Purchaser give instructions?

7.2 The Purchaser authorises and instructs each of the Administrator and ALAX SOFT Inc. to accept and execute any instructions in respect of the Tokens to which these Terms and Conditions relates given by Purchaser in writing or by electronic mail and Purchaser agrees to indemnify each of ALAX SOFT Inc. and Administrator against whatever loss either of them suffers as a result of acting on such instructions.

7.3 The Purchaser acknowledges that each of the Administrator and ALAX SOFT Inc. may rely conclusively upon, and incurs no liability in respect of, any action taken upon any notice, consent, request, instructions or other instrument it believes, in good faith, is genuine or is executed by properly authorised individuals.

8 Security

Appropriate measures

8.1 Purchaser will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with it and/or utilised in connection with its purchase of Tokens, (b) email address and any other identifying credentials.

Security breach

8.2 Purchaser will promptly notify ALAX SOFT Inc. if it discovers or otherwise suspects any security breaches related to its contribution.

9 Data Protection

For what purposes can Purchaser's personal data be used?

9.1 The Purchaser acknowledges to ALAX SOFT Inc, that Purchaser's personal data may be utilised by the Administrator for any of the following purposes:

- (a) to properly identify Purchaser in accordance with anti-money laundering regulatory requirements;
- (b) to properly record Purchaser's purchase; and

- (c) to advise Purchaser of matters relative to its purchase of Tokens, including current values and changes to ALAX SOFT Inc. documentation etc.

How can the Administrator deal with Purchaser's personal data?

9.2 By agreeing to purchase Tokens, Purchaser acknowledges and accepts that Purchaser and Administrator:

- (a) may hold and process personal data for the purposes outlined above; and
- (b) in order to fulfil its duties to ALAX SOFT Inc. and comply with regulatory requirements, may:
 - (i) retain such personal data for prescribed periods after Purchaser has purchased Tokens;
 - (ii) transfer such personal data, by any method including electronically, to ALAX SOFT Inc.'s registered agent in ALAX SOFT Inc.'s country of incorporation, including countries that may not have enacted data protection legislation;
 - (iii) transfer such information to the directors, legal advisors or any other agent of ALAX SOFT Inc. entitled to receive such information;
 - (iv) transfer such personal data to any person or entity to which the Administrator has a legal obligation to disclose such information; and
 - (v) maintain such information on the Administrator's computer Platforms based or maintained in countries that have not enacted data protection legislation.

Further information

9.3 Upon ALAX SOFT Inc.'s request, Purchaser will immediately provide to ALAX SOFT Inc. information and documents that ALAX SOFT Inc, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial processes and anti-money laundering laws applicable in the Cayman Islands. Such documents may include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Purchaser consents to ALAX SOFT Inc. disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Purchaser's failure to provide accurate and complete information required for Purchaser's receipt of Tokens may result in delays, losses, costs, non-delivery of refunds or Tokens or other issues. Purchaser acknowledges that ALAX SOFT Inc. may refuse to distribute Tokens to Purchaser until such requested information and/or documents is provided. ALAX SOFT Inc. reserves its right to request further information and documentation at any time in its sole discretion. ALAX SOFT Inc. may refuse Purchaser access should it have doubts as to validity, authenticity and genuineness of the documents, provided by Purchaser. Purchaser agrees that ALAX SOFT

Inc. shall not be liable for any loss arising as a result of the delay or non-delivery of Tokens to Purchaser or any other actions taken by ALAX SOFT Inc. described in this section, and Purchaser hereby waives all claims against ALAX SOFT Inc. arising from such losses. Purchaser agrees to indemnify and hold harmless ALAX SOFT Inc, against any loss incurred by ALAX SOFT Inc. due to any such information or documentation not being provided by Purchaser.

Information provided during operation of Website

9.4 ALAX SOFT Inc. collects information from running its Website, and information provided thereto, and processes such information. When Purchaser visits the Website, ALAX SOFT Inc. collects information sent by Purchaser's computer, mobile phone, or other access device. This information may include Purchaser's IP address, device information including, but not limited to, identifier, name, and type, operating Platform, mobile network information and standard web log information, such as browser type, and the pages Purchaser accessed on ALAX SOFT Inc.'s website. When Purchaser uses a location-enabled device with ALAX SOFT Inc.'s website, ALAX SOFT Inc. may collect geographical location data or use various means to determine the location, such as sensor data from Purchaser's device that may, for instance, provide data on nearby cell towers and wi-fi access spots. When Purchaser accesses the Website, ALAX SOFT Inc. or its applicable third party service providers on behalf of ALAX SOFT Inc. may place small data files called cookies on Purchaser's computer or other device. ALAX SOFT Inc. uses these technologies to recognize Purchaser as a user; customize the Website and advertising; measure promotional effectiveness and collect information about Purchaser computer or other access device to comply with applicable law, mitigate risk, help prevent fraud and promote trust and safety.

Processing of personal data

9.5 Processing of personal data is any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. ALAX SOFT Inc. may share Purchaser's personal data with third parties in order to complete the Token Sale, reveal or suppress fraud or fix technical bugs or eliminate security problems. ALAX SOFT Inc. will disclose Purchaser's personal data to its affiliates, subsidiaries and third-party service providers in so far as is necessary to complete the Token Sale. The processing of personal information shall otherwise be in accordance with the terms of ALAX SOFT Inc.'s privacy policies in effect from time to time.

Purpose of processing personal data

9.6 Purchaser agrees that ALAX SOFT Inc. will process personal data to market, conduct and perform technical analysis on the completion of the Token Sale. Processing of personal data will also be carried out in order to: (a) fulfil ALAX SOFT Inc.'s obligations under these Terms and Conditions and under applicable law (including to comply with applicable anti-money laundering requirements); (b) complete Purchaser's registration; (c) provide technical support

and (d) to assist ALAX SOFT Inc. and Platform Operator in the development of the Platform and the performance of the activities set out in the White Paper.

Advertising

9.7 Purchaser acknowledges and agree that it may receive commercial electronic messages and advertising materials from ALAX SOFT Inc, Platform Operator or third parties by order of ALAX SOFT Inc. on the e-mail address and the mobile phone number provided to ALAX SOFT Inc. or Administrator.

10 Tax Information Exchange Obligations

10.1 Purchaser understands that Tokens do not represent, nor do they entitle the holder, in any way whatever to, a:

- (a) Depository Account;
- (b) Custodial Account;
- (c) Cash Value Insurance Contract;
- (d) Annuity Contract; or
- (e) Equity and/or Debt Interest in ALAX SOFT Inc;

as such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015.

10.2 For the purposes of these Terms and Conditions, **Tax Information Exchange Obligations** means: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (**FATCA**); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Cayman Islands (or any Cayman Islands government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

10.3 Purchaser acknowledges that if ALAX SOFT Inc. is subject to the Tax Information Exchange Obligations, or if ALAX SOFT Inc. determines in its sole discretion that it is subject to the Tax Information Exchange Obligations, ALAX SOFT Inc. will gather and disclose to the competent authorities information relating to purchasers of Tokens. Accordingly, Purchaser shall execute properly and provide to ALAX SOFT Inc. in a timely manner any documentation or other

information that ALAX SOFT Inc. or its agents may request in writing from time to time in connection with the Tax Information Exchange Obligations. Without limitation, Purchaser shall provide any documentation or other information regarding Purchaser and Purchaser's beneficial owners requested by ALAX SOFT Inc. or its agents in connection with the Tax Information Exchange Obligations. Purchaser waives any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit ALAX SOFT Inc.'s compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) Purchaser from providing any requested information or documentation, or (ii) the disclosure by ALAX SOFT Inc. and its agents of the provided information or documentation to applicable regulatory authorities.

- 10.4 If Purchaser provides information and/or documentation that is in anyway misleading, or if Purchaser fails to provide ALAX SOFT Inc. or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by ALAX SOFT Inc, or a risk of ALAX SOFT Inc. or its token holders being subject to withholding tax or other penalties), ALAX SOFT Inc. reserves the right to take any action and/or pursue all remedies at ALAX SOFT Inc.'s disposal. Further, Purchaser shall have no claim against ALAX SOFT Inc, or its agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of ALAX SOFT Inc. in order to comply with the Tax Information Exchange Obligations.

11 No other rights created

Intellectual property

- 11.1 ALAX SOFT Inc. and Platform Operator each retain all right, title and interest in all of ALAX SOFT Inc.'s and Platform Operator's intellectual property, respectively, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Purchaser may not use any of ALAX SOFT Inc.'s or Platform Operator's intellectual property for any reason without ALAX SOFT Inc.'s or Platform Operator's prior written consent.

12 Disclaimer, Limitation of Liability, Releases and Indemnification

12.1 Disclaimer and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL ALAX SOFT INC. OR ANY OF THE ALAX PARTIES (DEFINED BELOW) 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 USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS AND CONDITIONS, 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); (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF ALAX SOFT INC. AND THE ALAX PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER HAS PAID ALAX SOFT INC. FOR THE TOKENS.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT.

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 Purchaser.

12.2 Release

To the fullest extent permitted by applicable law, Purchaser hereby releases ALAX SOFT Inc. and the ALAX Parties from all 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 participants in the Platform and the acts or omissions of third parties. Purchaser expressly waives any rights it may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Purchaser may know or suspect to exist in its favour at the time of agreeing to this release.

12.3 Indemnification

- (a) To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless and reimburse ALAX SOFT Inc, Platform Operator, Administrator, and each of their respective past, present and future advisors, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, attorneys, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (each an **ALAX Party**, and collectively **ALAX Parties**), from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by such parties arising from or relating to: (i) Purchaser's purchase or use of Tokens; (ii) Purchaser's responsibilities or obligations under these Terms and Conditions; (iii) Purchaser's breach of or violation of these Terms and Conditions; (iv) any inaccuracy in any representation or warranty of Purchaser; (v) Purchaser's violation of any rights of any other person or entity; and/or (vi) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.
- (b) ALAX SOFT Inc. reserves the right to exercise sole control over the defence, at Purchaser's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Purchaser and ALAX SOFT Inc.

No Class actions

12.4 Any dispute arising out of or related to these Terms and Conditions is personal to Purchaser and Purchaser hereby agrees that such dispute 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 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.

Contract (Rights of Third Parties)

12.5 Any ALAX Party or other identifiable person who is not a party to these Terms and Conditions may enforce any rights granted to it pursuant to these Terms and Conditions in its own right as if it was a party to these Terms and Conditions. Except as expressly provided in the foregoing sentence, a person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of these Terms and Conditions. Notwithstanding any term of these Terms and Conditions, the consent of or notice to any person who is not a party these Terms and Conditions shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms and Conditions at any time.

13 General

Interpretation

13.1 In these Terms and Conditions, unless the contrary intention appears:

- (a) a reference to a statute includes references to that statute as amended or re-enacted and to other statutes that modify its application as well as references to any subordinate legislation made or to be made under that statute;
- (b) a reference to the singular includes the plural and vice versa;
- (c) a reference to a gender includes the other genders;
- (d) a reference to persons includes individuals, companies, firms, partnerships, government bodies or agencies and corporations sole and aggregate;
- (e) obligations entered into by more than one person in these Terms and Conditions bind all of those persons jointly and each of them severally; and
- (f) the headings do not affect the interpretation of these Terms and Conditions.

13.2 The Schedules, if any, annexed to or referenced in these Terms and Conditions are hereby incorporated by reference and form a part of these Terms and Conditions.

Entire agreement

- 13.3 These Terms and Conditions (and any pre-sale agreement the Purchaser has entered into with ALAX SOFT Inc) comprise the entire agreement between the parties and there are any not any agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter which are not merged in these Terms and Conditions (or such pre-sale agreement (if any)) and superseded hereby.
- 13.4 The Purchaser acknowledges and agrees that the development of the Platform and the offering of Services is made in an environment in which there are frequent changes and rapid market pivots, and that premises of ALAX SOFT Inc. may be updated frequently and corrected when tested. For that reason, Purchaser must not rely on any statements outside of these Terms and Conditions in connection with the subject matter of these Terms and Conditions.

Multiple purchaser

- 13.5 If there is more than one Purchaser, then all representations, warranties, acknowledgements, undertakings and agreements by Purchaser binds those persons jointly and each of them individually, and all benefits in favour of Purchaser benefits those persons jointly and each of them individually.

Successors and assigns

- 13.6 These Terms and Conditions is binding on Purchaser and its successors, assigns, heirs, executors, administrators and legal representatives and enures for the benefit of ALAX SOFT Inc.'s successors and assigns.

Survival of these Terms and Conditions

- 13.7 These Terms and Conditions survives the acceptance of Purchaser's Token purchase application.

Assignment

- 13.8 Purchaser shall not assign these Terms and Conditions, or any contractual rights represented by the Tokens, without the prior written consent of ALAX SOFT Inc. Any assignment or transfer in violation of this Section will be void. ALAX SOFT Inc. may assign these Terms and Conditions to an affiliated entity at any time without Purchaser's prior consent. Subject to the foregoing, these Terms and Conditions, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Severance

- 13.9 If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the parties

as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Waivers

- 13.10 The failure by ALAX SOFT Inc. to exercise or enforce any right or provision of these Terms and Conditions will not constitute a present or future waiver of such right or provision nor limit ALAX SOFT Inc.'s right to enforce such right or provision at a later time. All waivers by ALAX SOFT Inc. must be unequivocal and in writing to be effective.

Electronic communications

- 13.11 Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that ALAX SOFT Inc. provides pursuant to these Terms and Conditions or in connection with or related to Purchaser's purchase of Tokens, may be provided by ALAX SOFT Inc. and Administrator in electronic form.

Irrevocability

- 13.12 These Terms and Conditions are irrevocable.

Governing law

- 13.13 These Terms and Conditions shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. All disputes or claims arising out of or in connection with these Terms and Conditions, including disputes relating to its validity, breach, termination or nullity shall be finally settled by a court in the Cayman Islands.

Force Majeure

- 13.14 The Token Sale and the performance of ALAX SOFT Inc.'s or Platform Operators activities set out in Whitepaper development roadmap (if any) may be interrupted, suspended or delayed due to force majeure events. For the purposes of these Terms and Conditions, a force majeure event shall mean any extraordinary event or circumstances which could not be prevented by ALAX SOFT Inc. or Platform Operator and shall include: hardware, software or other utility failures, changes in market forces or technology, software or smart contract bugs, changes in blockchain-related protocols, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies or other circumstances beyond ALAX SOFT Inc.'s or Platform Operator's control, which were not in existence at the time of Token Sale. Purchaser understands and agrees that ALAX SOFT Inc. and Platform Operator shall not be liable and disclaims all liability to Purchaser in connection with an force majeure event.

English

13.15 Only English versions of the White Paper, the Terms and Conditions and ALAX SOFT Inc.'s communications shall be considered official. The English version shall prevail in case of differences in translation.

Execution

By checking the checkboxes on the website during the Token Sale process, Purchaser agrees to comply with and be bound by these Terms and Conditions. Purchaser acknowledges and accepts that all purchases of rights to Tokens from ALAX SOFT Inc. are final, and there are no refunds or cancellations, except as expressly provided for in these Terms and Conditions or as may be required by applicable law or regulation. Purchaser further acknowledges and accepts that ALAX SOFT Inc. reserves the right to refuse or cancel these Terms and Conditions at any time in its sole discretion.

Notes:

- To be valid, these Terms and Conditions must be consented to and executed (including by digital signature) by each applicant, including all joint holders.
- Purchaser agrees and acknowledges that all agreements, notices, written confirmations disclosures and other communications that ALAX SOFT Inc. provides pursuant to these Terms and Conditions or in connection with or related to Purchaser's purchase of Tokens, may be provided by ALAX SOFT Inc, in its sole discretion, to Purchaser, in electronic form.
- If these Terms and Conditions are entered into by a corporation, it must be executed (including by digital signature) by an individual authorised to sign it on the corporation's behalf who must state his/her capacity.
- If these Terms and Conditions are entered into by a firm or partnership (not a corporation), the following applies:
 - For a limited partnership, it must be in the name of the limited partnership and executed by or on behalf of the general partner, bearing in mind that if the general partner is a corporation the preceding paragraph applies.
 - For any other type of partnership, it must be in the name of and executed by all partners.
- If these Terms and Conditions are entered executed under a power of attorney, that power of attorney or a duly certified copy of it must accompany this Form.
- In respect of joint applicants only, on the death of one, the Tokens will be held in the name of and to the order of the survivor or survivors or the executor or administrator of the last survivor.

Who are Eligible Purchasers?

From time to time, ALAX SOFT Inc. may amend the criteria for determining who is an Eligible Purchaser for the purpose of a purchase of Tokens.

Initially, all Purchasers are **Eligible Purchasers**¹ except the following:

- 11 a Purchaser whose acquisition of Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;
- 21 a Purchaser who is acting on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control² (**OFAC**) or on the sanctions lists adopted by the United Nations and the European Union to such extent such sanctions are extended by the UK Government to its Overseas Territories, as such lists may be amended from time to time;
- 31 a Purchaser who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure³ unless ALAX SOFT Inc, after being specifically notified by Purchaser in writing that it is such a person, conducts further due diligence, and determines that the purchase of Tokens is permitted;
- 41 a Purchaser or an entity acting as trustee, agent, representative or nominee for a Purchaser that is a foreign shell bank⁴;
- 51 a Purchaser who makes representations or warranties in these Terms and Conditions that are not true when given or have ceased to be true;

¹ Per Ogier: This wording comes from US counsel and is subject to change from time to time.

²The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

³Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government-owned corporation. In addition a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

⁴Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate.

- 61 a Purchaser whose circumstances are such that, in the opinion of ALAX SOFT Inc.'s directors, its continued ownership of Tokens would cause an undue risk of adverse tax or other consequences to ALAX SOFT Inc. Those circumstances include those that affect that Purchaser directly or indirectly, whether taken alone or in conjunction with another person or persons, connected or not, or any other circumstance that appears to the directors to be relevant;
- 71 a Purchaser, or a Purchaser that is an entity acting as trustee, agent, representative or nominee for a person, who is a **United States person** (within the meaning of Regulation S of the United States Securities Act) or is otherwise a resident of a Restricted Territory. The Purchaser must notify ALAX SOFT Inc. immediately if Purchaser becomes a United States person, a resident of a Restricted Territory or becomes aware that any person for whom Purchaser holds shares as trustee, agent, representative or nominee has become a United States person or resident of a Restricted Territory. Despite this, if ALAX SOFT Inc. chooses to comply fully with applicable U.S. laws and regulations, ALAX SOFT Inc. may arrange for the private placement of Tokens to Purchasers who are in the United States or who are U.S. Persons if, among other things, each such Purchaser enters into Terms and Conditions that contains certain representations, warranties and agreements in accordance with applicable U.S. laws and regulations before acquiring any Tokens.

All persons who do come within any of these categories are known, collectively, as **Prohibited Persons**.