

Terms and Conditions Governing the Sale of SBC SWISS CAPITAL AG (“Promoter”) Tokens (GTX Tokens).

You agree that if you decide to submit an application to acquire any GTX Tokens that you will be bound by the terms and conditions detailed in this document.

These terms and conditions govern the sales process.

If you are allocated any GTX Tokens then this Agreement will unless otherwise stated merge on completion of a sale. Unless otherwise stated in this document, this Token Sale Agreement governs only your purchase of the GTX Tokens from the Promoter. The use of the GTX Tokens in connection with the Platform may be governed by other applicable terms and policies (collectively, the “Platform Terms and Conditions”). Any Platform Terms and Conditions the Promoter promulgates will be available at <http://token-sale.swissbloc.io>.

The Promoter may add terms or policies to the Platform Terms and Conditions in the Promoter’s absolute and sole discretion and may update each of the Platform Terms and Conditions from time to time according to modification to the Platform. To the extent of any conflict with these Terms, the Platform Terms and Conditions shall control with respect to any issues relating to the use of GTX Tokens in connection with the Platform.

ACQUISITION OF GTX TOKENS

Minimum Sale Amount

The minimal number of GTX Token that can be purchased is 1000.

Promoter’s Right to Refuse any Application

The Promoter reserves the right to refuse any application for GTX Tokens at any time in the Promoter’s absolute and sole discretion.

Accepted Currency

The Promoter will accept as consideration for the purchase of GTX Tokens the following:

- Swiss Fiat currency (CHF);
- The crypto currency known as Ether (ETH)
- The cryptocurrency known as Bitcoin (Bitcoin).

Sale Period Distribution

GTX Tokens distributed to Participants during the Sale Period will constitute a maximum of 60% of the total number of crypto-tokens generated, which will exclude the 150m allocated for Growth Tokens and 150m for Team Tokens.

Tokens will be created and provided to you within 7 days after the close of the Sale Period.

You acknowledge that any GTX Tokens purchased by you will not vest until such GTX Tokens have been issued to you in accordance with this Agreement.

GTX Token Price

The price of the GTX Token is nominated as follows:

Private Backer sale- Price on Application

Pre-Sale (Day 1 to 45): Price on Application

Crowd sale (Day 46 to 60): 1CHF = 2 GTX Tokens

Total GTX Tokens to be Issued via Token Sale during Sale Period

The total amount of the GTX Tokens, offered for sale to potential Participants during the Sale Period is four hundred and fifty million (450,000,000). All GTX Tokens are of equal value and functionality.

No Refund -Refund Policy

The Promoters have determined that all funds raised via the Token Sale will be utilised for the project, but dependent on the number of tokens sold it may cause the Promoters to revise the project structure (roadmap as referred to in the Whitepaper).

INTELLECTUAL PROPERTY

Retention of IP

The Promoter’s retain all rights, titles and interests in all of our Intellectual Property. You may not use any of the Promoter’s Intellectual Property for any reason, except with the prior, written consent of the Promoter.

IP in Source Code Generating the GTX Tokens

In particular, the Promoter retains all Intellectual Property including without any limitation, all copyright over the source code (if any) generating the GTX Tokens. You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform. This limitation to the transferability of the license shall not be understood in a way, that the users are not allowed to transfer GTX Tokens to third parties.

Access to and use of the Platform and GTX Tokens

You must use the Platform and the GTX Tokens strictly in accordance with the provisions of this Agreement, and the respective Platform Terms and Conditions. As a condition of your use of the Platform and the GTX Tokens you warrant to the Promoter that you will not use the Platform and/or any GTX Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. You must not use the GTX Tokens in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party’s use and enjoyment of the Platform.

SECURITY

Private Key Security

You will implement reasonable and appropriate measures designed to secure access to:

- any device associated with the email address associated with your account;
- private keys required to access any relevant Platform address;
- your username and password; and
- any other login or identifying credentials.

Suspect Security Breach

If you suspect a security breach you must promptly inform the Promoter, providing evidence of the security breach and your right to the relevant account. If the Promoter is satisfied with such evidence then the Promoter may take all reasonable actions to secure your account, and any GTX Tokens that may be held against your account.

PRIVACY

Collected Information

The Promoter may collect information from the sale of the GTX Tokens to you. When you visit the Token Sale Website, the Token Sale Website will collect information sent to the Token Sale website by your computer, mobile phone, or other access device. This information may include your IP

address, device information, and without limitation may include:

- identifier, name, and address and any other specific personal identifying information;
- type of operating system;
- mobile network information;
- transaction meta-data;
- standard web meta-data;
- the pages you accessed on the Token Sale Website; and
- geo-location information if you access via a location enabled device.

For details with respect to the Promoter's privacy policy which is compliant with the EU General Data protection rules can be found at <https://swissbloc.io/privacy.pdf>.

In related to the above noted collected information you specially consent to the collection of the data subject to the above noted privacy policy.

Cookies

When you access or use the Token Sale Website, the Promoter (or Google Analytics on our behalf) may place small data files called cookies on your computer or other device. You grant us permission to load a cookie onto your computer or access device. The Promoter uses these technologies to recognize you as an authorised user of the Token Sale Website so that the Promoter can customize the Token Sale Website for advertising, measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

Security measures implemented

The Promoter will implement reasonable cost-effective security measures to protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration.

Sharing of Information

The Promoter reserves the right to share your personal information with:

- our banking, credit reporting and KYC partners (if you link a bank account, debit card, or credit card to your account or we are required to run identification checks);
- companies that we plan to merge with or be acquired by (should such a combination occur, the Promoter will require that the newly combined entity to follow these terms with respect to your personal information, and you will receive prior notice of any change in applicable policy);
- third party identification services providers for fraud prevention and security (both physical and IT security) purposes;
- law enforcement, government officials, or other third parties when we are compelled to do so by a subpoena, court order, or similar legal procedure; we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of these terms and conditions; any third party that implements GTX Token as a utility token within the functionality of the service offered by such third parties; and
- other third parties only with your prior consent or direction to do so.

Viewing you own personal information

You may request access to the information the Promoter holds about you, or request that the Promoter updates or

corrects any personal information they hold about you, by setting out your request in writing to the Promoter.

The Promoter will process your request as soon as reasonably practicable, provided the Promoter is not otherwise prevented from doing so on legal grounds, or your identity cannot be verified.

The Promoter has a published Privacy Policy which can be accessed and viewed on swissbloc.io.

TAXES

Your Tax responsibility

You are responsible for all of your tax obligations and the Promoter is not under any circumstances bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes are due and to which extent you are obliged to pay, any tax arising out of your purchase or sale or use of the GTX Tokens

GTX Tokens exclusive of Taxes

The purchase price that you pay for GTX Tokens is exclusive of all applicable taxes, except any applicable GST.

Access to the Token Sale Website

The Promoter reserves the right, in its sole and absolute discretion, to terminate or restrict or suspend your access to the Token Sale Website and its related services or any portion thereof at any time, without notice.

USERS FROM RESTRICTED JURISDICTIONS

Exclusion of Restricted Jurisdictions

Due to the Promoter's services and GTX Tokens being a crypto-token being offered via the Internet (meaning both the world-wide web and the Ethereum blockchain) the Promoter understands that there is a possibility that there might be certain restrictions imposed by certain jurisdictions on the sale and/or promotion of GTX Tokens (for example the USA, Hong Kong or Singapore), to the citizens or residents of such jurisdictions. The offer set out in the Whitepaper or any other documents aligned to the Whitepaper is not open to any citizens or residents of such jurisdictions. Every person or organisation that applies for GTX Tokens specifically warrants that they are not a citizen or resident or registered in such a jurisdiction.

Restricted Persons or Organisations

If any person or organisation applies for GTX Tokens in breach of the above clause or in contravention of any applicable law governing the purchase of crypto-tokens including GTX Tokens then that person and/or organisation indemnifies and will keep indemnified the Promoter and its directors, agents and employees against all liability howsoever determined and such applicant acknowledges that the Promoter and its directors, agents and employees will not be held liable for any legal or monetary consequence arising from the purchase of GTX Tokens by such restricted persons or their use of the Website.

RISK

Acknowledgement of Risk.

You acknowledge and agree that there are risks associated with purchasing, holding, and using GTX Tokens, as disclosed and explained in EXHIBIT A set out below, which are an integral part of this Agreement. BY PURCHASING GTX Tokens, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

DISCLAIMER

Promoter's Warranty

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY THE PROMOTER:

- THE GTX TOKEN IS SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND THE PROMOTER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO CRYPTO-TOKENS SUCH AS THE GTX TOKEN INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT;
- THE PROMOTER DOES NOT REPRESENT OR WARRANT THAT:
- THE GTX TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE;
- MEET YOUR REQUIREMENTS;
- ANY DEFECTS IN GTX TOKENS, IF SUCH ARE FOUND, WILL BE CORRECTED; OR
- DOES NOT REPRESENT OR WARRANT THAT THE GTX TOKEN OR THE DELIVERY MECHANISM FOR THE GTX TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY

Promoter's Sole Responsibility

The Promoter will be responsible and only liable for:

- correcting any defects discovered in the functionality of the Website; and
- maintenance of the correct operation of the smart contracts system, which autonomously conducts processes of providing GTX Tokens.

Exclusion of Liability

The Promoter and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the GTX Token), even if the Promoter has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of GTX Tokens.

GTX Tokens are dependent on Third Party Technologies

Neither the Promoter nor any of its affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

- your inability to use the GTX Token, including without limitation as a result of any termination or suspension of the Ethereum network or this Agreement, including as a result of power outages, or failure by any telecommunications service provider or ISP, maintenance, defects, system failures or other interruptions;
- any investments, expenditures, or commitments by you in connection with this Agreement or your use of or access to the GTX Token; or
- any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any GTX Token.

INDEMNITY

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Promoter 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 Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- your purchase or use of GTX Token;
- your responsibilities or obligations under this Agreement;
- any contravention of any laws or regulations that govern your use of GTX Token or govern any transaction involving the GTX Token; or
- your violation of any rights of any other person or entity.

REPRESENTATIONS AND WARRANTIES

General Warranties

By purchasing the GTX Tokens from the Promoter you represent and warrant the following:

- You have read and understood the terms and conditions of this document which will become binding and enforceable upon you immediately you apply for the GTX Tokens (including all Exhibits);
- You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of crypto-tokens like Bitcoin, and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing the GTX Tokens;
- You have received either from the Promoter or from independent third parties sufficient information concerning the GTX Tokens to make an informed decision to purchase the GTX Tokens;
- You understand the risks involved in purchasing GTX Tokens and their dependence upon the Platform;
- You understand that the possession of any GTX Tokens confers only the right to access and use the Platform in applicable jurisdictions or any possible third party platforms that may be developed at any time in the future by such third parties, and confers no other rights of any form with respect to the Platform or the Promoter or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- You understand the restrictions and real risks associated with the creation and future use (if any) of the GTX Tokens and you specifically assume all such risks and relieve the Promoter and its directors, agents, employees and associates from all liability to the fullest extent permitted by law;
- You are purchasing the GTX Tokens solely for the purpose of accessing and the use of the Platform or third-party platforms, and supporting the development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the Promoter and the Platform. You are not purchasing the GTX Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;
- Your purchase of the GTX Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to:
- legal capacity and any other applicable legal requirements in your jurisdiction for purchasing GTX Tokens;

- any foreign exchange or regulatory restrictions applicable to such purchase; and
- any governmental or other consents that may need to be obtained.
- You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of the GTX Tokens;
- If you are purchasing the GTX Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for any breach of the provisions of this Agreement by you or any other employee or agent of such entity;
- You are not resident or domiciled in a restricted Jurisdiction noted in clause O, nor are you acting on behalf of any third party that is a resident or domiciled in a restricted jurisdiction; and
- You understand and acknowledge that title to, and risk of loss of the GTX Token, you purchase from the Promoter and receive passes from the Promoter to you.

General Provisions

By submitting an application for the GTX Token you specifically acknowledge the following:

- You accept the terms and condition detailed in the document as forming a legally binding and enforceable agreement between you and the Promoter; and
- You are deemed to have read the Whitepaper as well as other Platform Terms and Conditions and are aware of all risks and rules provided thereto.

The Agreement will be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

If any term, clause or provision of the Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from the Agreement 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 this Agreement.

The Promoter will not permit individuals under the age of 18 to purchase GTX Tokens. If Promoter become aware that a child under the age of 18 has provided the Promoter with personal information, Promoter will delete such information from its files immediately.

The Promoter and its affiliates will not be liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond their reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

The Promoter and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist

third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

The failure by the Promoter to enforce any provision of the Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by the Promoter must be unequivocal and in writing to be effective.

The terms and conditions of this document as being the conditions of the Agreement constitute the entire agreement between the Promoter and you regarding the subject matter of the Agreement; especially the purchase and possible future use of the GTX Tokens. The Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and the Promoter, whether written or verbal, regarding the subject matter of the Agreement. The Promoter will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of the Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement, unless the context determines otherwise, the following terms will have these assigned meanings:

"Closing Date" means the 16th August 2018.

"crypto-token" means a piece of data that is logically associated with a blockchain which is accepted by a section of society (Participants) as having some value which can be utilised within the Platform.

"Growth Token" means the crypto-tokens identified as "Growth Tokens" in the Whitepaper.

"Independent Escrow Wallet" means the smart-contract implemented by the Promoter to govern the GTX Token sales process as identified in the Whitepaper.

"Intellectual Property" includes all inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon.

"Participant" means any person/organisation that has the ability to establish their ownership of a GTX Token.

"Personal Information" means information that can be associated with a specific person and can be used to identify that person

"Platform" means the software application implemented by the Promoter that provides an online daily fantasy sports wagering environment.

"Promoter" means SBC SWISS CAPITAL AG incorporated in Bern, Switzerland.

"Sales Period" means the period identified on the Token Sales Website as being the sales period.

"GTX Token" means the crypto-token that is issued by the Promoter which can be used by various gaming participants via the Platform, the details of which are specified in the Whitepaper.

"Team Token" means the crypto-token identified as "Team Tokens" in the Whitepaper.

"Token Sales Website" means <http://swissbloc.io>

"Whitepaper" means the latest version of the document known as the "whitepaper" published by the Promoter which details the sales process in acquiring the GTX Tokens and the subsequent use of the GTX Token post Sales Period which is accessible only on the Token Sales Website and which may be adjusted from time to time by the Promoter

up to the start of the Sales Period but thereafter will not be changed.

Interpretation

In this Agreement, unless the contrary intention appears:

- (a) references to 'person' include individuals, firms, bodies corporate, associations, governments and governmental, semi-governmental and local authorities and agencies;
- (b) headings are for ease of reference only and do not affect the meaning of this agreement;
- (c) the singular includes the plural and vice versa and words importing a gender includes other genders;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement as amended from time to time and a reference to this agreement includes any schedules and attachments as so amended;
- (f) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (g) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (h) a reference to a Statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them.

EXHIBIT A

Important Note:

As noted elsewhere in this Token Sale Agreement, the GTX Tokens are not structured or sold or promoted as a security as defined under any securities legislation or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. The Promoter 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 Exhibit A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using the GTX Token you expressly acknowledge, understand and assume the following risks:

Risk of Losing Access to GTX Token Due to 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 GTX Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing the GTX Token will result in loss of such GTX Token. 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 GTX Token. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store the GTX Token, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your GTX Token.

Further, your failure to follow precisely the procedures for buying and receiving GTX Token including, for instance, if you provide the wrong address for receiving GTX Token, may result in the loss of your GTX Token.

Risks Associated with the Ethereum Protocol

Because the GTX Token and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or the GTX Token.

Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the GTX Token and the Platform, including the utility of the GTX Token for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

Risk of Mining Attacks

As with other decentralized crypto-tokens based on the Ethereum protocol, the GTX Tokens are susceptible to attacks by miners in the course of validating transactions involving GTX Tokens on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and the GTX Token, including, but not limited to, accurate execution and recording of transactions involving the GTX Token.

Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or the GTX Token in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform will be based on open-source software, there is a risk that a third party or a member of the Promoter team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and the GTX Token, including the utility for using the Platform.

Risks Associated with Markets for Crypto-Tokens

The GTX Tokens are intended to be used as an integral functioning component of the Platform. This may restrict the avenues for using the GTX Token to the access or use of the Platform, and could therefore create illiquidity risk with respect to the GTX Token you hold.

Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, GTX Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Promoter to offer recourse to you.

Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of crypto-tokens including the GTX Tokens and distributed ledger 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 distributed ledger technology and its applications, including the Platform and the GTX Token. Regulatory actions could negatively impact the Platform and the GTX Token in various ways. The Promoter may cease op-

erations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risks Arising from Taxation

In many jurisdictions, the tax characterization of crypto-tokens including the GTX Token is uncertain. You must seek your own tax advice in connection with purchasing the GTX Token which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the similar open source code and protocol underlying the Platform. The Platform may compete with these alternative platforms, which could negatively impact the Platform and the GTX Token, including the GTX Token's utility for obtaining Services.

Risks Associated with the Development and Maintenance of the Platform

The Platform is still under development and may undergo significant changes over time. Although the Promoter intends for the GTX Token and the Platform to follow the specifications set forth in the Whitepaper, and will take commercially reasonable steps toward those ends, the Promoter may have to make changes to the specifications of the GTX Token or the Platform for any number of legitimate reasons. This could create the risk that the GTX Token or the Platform, as further developed and maintained, may not meet your expectations at the time of purchasing the GTX Token. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of the GTX Token.

Risk of an Unfavourable Fluctuation of Ether and Other Currency Value

The Promoter intends to use the proceeds from selling the GTX Token to fund the maintenance and development of the Platform. The proceeds of the sale of the GTX Token will be denominated in Ether, and may, at our discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavourably during or after the Sale Period, the Promoter may not be able to fully fund all of the anticipated development, or may not be able to develop or maintain the Platform in the manner that it intended.

Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the GTX Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate.

Risks Arising from Lack of Governance Rights

Because the GTX Token confers no governance rights of any kind with respect to the Platform or the Promoter, all decisions involving the Platform or the Promoter will be made by the Promoter at its sole discretion, including, but not limited to, decisions to discontinue the Platform, to sell more for use in the Platform, or to sell or liquidate the Promoter. These decisions could adversely affect the Platform and the utility of the GTX Token that you hold.

Unanticipated Risks

Crypto-tokens such as the GTX Token are a new and substantially untested technology. In addition to the risks included in this Exhibit A, there are other risks associated with your purchase, holding and use of crypto-tokens such as the GTX Token, including those that the Promoter cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit A.