

# Terms & Conditions

## YOUROOT - TREEBLOCK TOKEN SALE

Version: 1.2 | July 2019

The following Terms and Conditions, together with any other terms incorporated by reference (the “Terms”) govern your (“you” or the “Purchaser”) purchase of cryptographic tokens (“TREX”) from YouRoot Pte. Ltd., UEN: 201817431M, a private limited company registered in the Republic of Singapore in the SouthEast Asia (the “Company”). Purchaser and Company may be referred as Party or Parties in below.

The Terms describe the initial sale of TREX (the “Token Sale”) as well as the rights and obligations arising from TREX. Please read the Terms carefully before using the services described by the Company or making offers to purchase TREX. By using the website of the Company used for the Token Sale or making offers to purchase TREX, you acknowledge that you have read these Terms and you agree to be bound by them. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OR MAKE OFFERS TO PURCHASE TREX FROM THE COMPANY.**

By purchasing TREX, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “YouRoot Team”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the

sale of TREX, including losses associated with the terms set forth below.

DO NOT PURCHASE TREX IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING TREX, YOU SHOULD CAREFULLY CONSIDER THE TERMS BELOW AND CONSULT AN APPROPRIATE TECHNICAL EXPERT, LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL.

PURCHASES OF TREX SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS.

PURCHASERS SHOULD HAVE AN EXPERTISE AND EXPERIENCE WITH STORAGE AND TRANSMISSION MECHANISMS OF CRYPTOGRAPHIC TOKENS. THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF CRYPTOCURRENCY, ETHEREUM, TREX OR ANY OTHER FUNDS RESULTING FROM ACTIONS TAKEN OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE RELEVANT EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE TREX. YOUR PARTICIPATION IN TREX SALE IS DEEMED AS YOU ACKNOWLEDGMENT THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE THE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. ALTHOUGH WE AIM AT INFORMING KNOWN USERS OF SUCH CHANGES, THIS MAY NOT BE POSSIBLE. THUS IT REMAINS AS YOUR OBLIGATION TO REVIEW THESE TERMS PERIODICALLY. ANY CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING AT OUR

## WEBSITE.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, TREX IN ACCORDANCE WITH THE FOLLOWING TERMS:

### 1. General

1.1. TREX is a cryptographic token to be issued by the Company. TREX is based on Ethereum, and purchase and future handling of TREX requires access to generally accepted storage and transmission systems of Ethereum.

1.2. TREX is intended for testing and verifying the business model and its features as contemplated by the Company (as defined in the white paper (the “White Paper”) provided at <https://www.treeblock.io/> (the “Website”) as of the date the Purchaser acquires TREX) and provide the Purchasers with early and preferential access to the products and services to be provided by the Company. To the extent they do not contradict these Terms, the rights connected to TREX are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms.

1.3. TREX can be held and used at the sole discretion of the holder to the extent this does not contradict these Terms. The Company aspires to achieve the milestones described in the White Paper. The Company makes no representations nor warrants that such milestones are achievable or will be achieved. If the Company achieves all or part of the aspirations described in White Paper, TREX may become useable for additional purposes, e.g. as a payment instrument to pay for YouRoot’s services or for services / products offered by third parties, both assuming that the Company has obtained the required licenses to issue payment instruments in the token holder’s jurisdiction.

1.4. In case the Company will carry out a public offering (IPO) of its

own securities or otherwise raise capital, and has complied with applicable regulatory requirements to offer the securities in the token holder's jurisdiction, TREX may be used to pay for such securities.

1.5. In respect of the tasks described in 1.3 above, the Company has only such obligations and duties as expressly described in these Terms. Other obligations and duties are excluded.

1.6. The Company is not an investment advisor, and does not give investment advice to you. TREX is not a security.

## **2. CONDITIONS OF TREX SALE**

2.1. YOU MAY NOT MAKE AN OFFER OR ACQUIRE TREX IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, PEOPLE'S REPUBLIC OF CHINA OR ANY OTHER COUNTRY WHOSE LEGISLATION LIMITS OR FORBIDS THE OFFERING, SALE, ACQUISITION OF AND/OR OTHER TRANSACTIONS WITH TREX, OR THE ENVISIONED ACTIVITIES OF COMPANY.

2.2. When you purchase, or otherwise receive, a TREX token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the TREX tokens:

2.2.1. neither the Company nor any of the YouRoot Team has provided you with any advice regarding whether TREX is a suitable investment for you;

2.2.2. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;

2.2.3. you are legally permitted to receive and hold and make use of

TREX in your and any other relevant jurisdiction;

2.2.4. you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of TREX and allocate TREX to you;

2.2.5. you have not supplied us with information relating to your acquisition of TREX or otherwise which is inaccurate or misleading;

2.2.6. you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

2.2.7. you will notify us promptly of any change to the information supplied by you to us;

2.2.8. you will comply with our KYC policy as made available on the Website and as amended from time to time at our discretion;

2.2.9. you are of a sufficient age to legally obtain TREX, and you are not aware of any other legal reason to prevent you from obtaining TREX;

2.2.10. you take sole responsibility for any restrictions and risks associated with receiving and holding TREX, including but not limited to these set out in Annex A;

2.2.11. by acquiring TREX, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;

2.2.12. you are not obtaining or using TREX for any illegal purpose, and will not use TREX for any illegal purpose;

2.2.13. you waive any right you may have / obtain to participate in a

class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of TREX;

2.2.14. your acquisition of TREX does not involve purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

2.2.15. to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of the Company, TREX, the Ethereum network and/or achieving any of the aspirations set forth in the White Paper;

2.2.16. you accept that TREX is created and you obtain TREX on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing TREX without being able to provide any warranties in relation to TREX, including, but not limited to, title, merchantability or fitness for a particular purpose;

you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of TREX, (ii) the potential appreciation or depreciation in the value of TREX over time, if any, (iii) the sale and purchase of TREX, and/or (iv) any other action or transaction related to TREX has tax implications. You are solely responsible for performing any and all obligations related to relevant tax implications, including, among other, declaring and paying applicable taxes.

### 3. STRUCTURE OF THE Token Sale

3.1. The maximum total amount of TREX's to be issued by the Company is 10,000,000,000.

3.2. These TREX are expected to be distributed as follows:

3.2.1. 25% of the TREX are offered for purchase to the Purchasers;

3.2.2. 40% of the TREX are reserved for Community Fund;

3.2.3. 5% of the TREX are distributed to the Team of the Company (Sale restriction 2 years);

3.2.4. 10% of the TREX are reserved for Development Fund;

3.2.5. 2% of the TREX are used to finance the costs of Token Sale (bounties etc) (Lock 6 months);

3.2.6. 3% of the TREX are distributed to the Advisors of the Token Sale (Lock 6 months);

3.2.7. 5% of the TREX are reserved for Partners (Lock 6 months).

3.2.8. 10% of the TREX are used to do Marketing.

3.3. The Company may, but is not obliged to, refuse to allocate TREX in quantities exceeding of the Hard Cap as the case may be. Payments for such excessive quantities shall be returned (in the currency of the original payment) proportionally to the Purchasers by the Company after deducting relevant costs and charges the Company has incurred in connection with processing such payments, whereas the exchange rate risk is borne by the Purchaser.

3.4. The TREX tokens will be created and provided to the Purchasers after the Token Sale based on TREX purchases during the Token Sale. The total supply of TREX will be fixed after the end of the Token Sale.

3.5. Any TREX offered for purchase to the Purchasers which remain unpurchased at the end of the Token Sale, shall be remained and be exchanged to circulate on YouRoot network in the future.

3.6. Purchaser must have an Ethereum wallet that supports the

ERC-20 token standard in order to receive any TREX purchased from the Company. TREX will be listed on crypto exchanges after the Token Sale ends not earlier than the end of the Token Sale, whereas the exact time of the listing and selection of crypto exchanges, if any, remains at the sole discretion of the Company.

#### 4. PRICE OF TREX

During the Token Sale, the 2,500,000,000 TREX will be allocated in exchange for USD at a kick-start rate

**1 TREX = \$0.1 USD** following market rate once get listed on exchange platforms,

and exchange for BTC, ETH at the market rate, and not more than the ceiling rate set at

**1 ETH = 20,000 TREX**

**1 BTC = 275,000 TREX**

The value of payments in USD or in cryptocurrencies other than BTC, ETH, and the amount of TREX to be allocated in exchange for such payments will be calculated based on exchange rates applicable at the time the payment has been confirmed by the network (in case the payment is made by transferring a cryptocurrency) or at the time the payment is credited to the Company's current account (in case the payment is made in USD). The Company is not liable for any changes in the exchange rate and the Purchaser accepts that the changes may decrease the number of TREX to be allocated. The Company shall determine at its sole discretion which cryptocurrencies are acceptable for acquiring TREX.

#### 5. TIMING OF TREX SALE

5.1. The various phases of the Token Sale are the following:

The Token Sale Period ends at the moment when the TREX amount



stipulated in clause 3.2 above is covered with valid purchase orders.

5.2. The Company shall publish the total number of TREX currently covered with purchase orders (including bonuses) and the distribution of all TREXs between the participating Ethereum accounts. The Company will update this information at least once a month.

5.3. The TREX purchase conditions may differ during the various phases of the sales period. Only purchase requests that are received by the Company during the relevant period and accepted by the Company under these Terms, entitle the Purchaser to relevant benefits arising from the relevant purchase order.

5.4. The Company reserves the right to change the dates defined in clause 5.1 above or extend the sale duration for any reason, including any commercial, security, regulatory or procedural reason or issue.

5.5. Singapore time (UTC/GMT +8) shall apply to any dates and deadlines stipulated in these Terms.

## **6. PURCHASE OF THE TREX**

6.1. During the Token Sale, the Purchaser can acquire TREX via the Website according to the procedure thereunder. In order to complete the purchase of TREX, the Purchaser must comply with the Company's KYC procedures as required by the Company.

6.2. In order to purchase TREX during the Token Sale, the Purchaser:

Makes the payment for acquiring TREX according to the instructions on the Website and these Terms. In case of non-compliance with the instructions and the Terms, the Company may either (a) return the payment to the Purchaser in the currency of the original payment after deducting relevant costs and charges the Company has incurred in connection with processing such payment (in which case no TREX will be allocated to the Purchaser), or (b) require additional information

from the Purchaser.

6.3. Making a payment for acquiring TREX in accordance with clause 6.2 is considered an irrevocable, unconditional and binding purchase order for acquiring TREX for the Purchaser.

6.4. The Purchaser is aware that due to processing time of payments and fluctuations of the exchange rates, the BTC, ETH equivalent of the payment made the Purchaser may be different from the BTC, ETH equivalent of the payment received by the Purchaser. The exact quantity of the TREX allocated to the Purchaser depends on the exact BTC, ETH equivalent of the payment received by the Company from the Purchaser for relevant TREX.

6.5. Every 2 months, the Company shall process all purchase orders received in the course of the Token Sale and shall allocate TREX (in the amount calculated in accordance with clause 4.1) to the wallet address provided by each Purchaser.

6.6. The Purchaser is entitled to allocation of the TREX subject to compliance with the Company's Know Your Customer Policy. The Company may require additional information from the Purchaser for Know Your Customer Policy purposes. Non-compliance with the said policy results in consequences stipulated in the same policy.

6.7. TREX will be listed on crypto exchanges after the Token Sale Period ends.

## **7. SPECIAL WITHDRAWAL RIGHT FOR CONSUMERS**

7.1. The agreement on purchase on TREX is deemed to be concluded upon and on the date the Purchaser instructs the payment stipulated in clause 6.2.3. ("Agreement Date").

7.2. The Company aims at not offering TREX to consumers, i.e. a natural persons who concludes a transaction not related to their

economic or professional activities. Nevertheless should a consumer purchase TREX, then such Purchaser may cancel the purchase of TREX within 14 days from the Agreement Date with an e-mail notice on cancellation to the Company without providing any reasons.

7.3. If the Purchaser has the right stipulated in clause 7.2 and chooses to exercise that right:

7.3.1. the Company shall refund to the Purchaser within 14 days from cancellation the payment made under the clause 6.2. in the currency of the original payment after deducting costs and charges the Company has incurred in connection with processing such payment (to the extent such deductions are allowed by the applicable law); and

7.3.2. no TREX will be allocated to the Purchaser.

## **8. RIGHTS ARISING FROM THE TREX**

8.1. The Company aims at keeping the holders of TREX informed of its developments and activities. The holders of TREX may receive preferential or exclusive treatment in the following offerings the Company may start to offer, but the Company makes no legal representations or promises in this respect.

8.2. The Company make public an official, regular and updated report on the status, financial situation and product development status of the Company. Through this report, you can track and confirm that the Company maintains a legal standing and progresses with the product development process as described in the White Paper (as updated in the course of the product development).

8.3. Irrespective of the above, the Purchasers are not regarded as shareholders, bondholders of anything similar and thus have no legal or financial expectation of influence over governance of the Company.

## **9. NO INVESTMENT ADVICE, NO TAX ADVICE**

9.1. Although the Company has taken reasonable steps to ensure the integrity and accuracy of information communicated, the Company nor any of its agents owe any duty of care to you, nor make any express or implied representation or warranty, and no responsibility or liability is accepted by any of them with respect to the adequacy, accuracy, completeness or reasonableness of the facts, opinions, estimates, forecasts, projections or other information in the White Paper or any further information, written or oral notice, or other document at any time provided in connection with TREX, YouRoot or any other aspect of the activities of the Company. Nothing shall be relied upon as a promise or representation regarding any historic or current position or future events. The opinions, descriptions, plans and intentions expressed by the Company are those held by the authors at the date of the relevant communication and may be subject to change.

9.2. Any materials and information published by the Company, inter alia the White Paper, are intended for informational purposes only. It may not be considered investment advice, investment research, recommendation, solicitation of any kind or an endorsement, nor will it form a part of any investment decision or any other decision regarding TREX. You are solely responsible for determining whether acquisition of TREX is appropriate or suitable for you based on your investment objectives and financial situation. Any decisions or actions taken on the basis of information presented by the Company, inter alia in the White Paper, the Website or other content is done at your own risk and discretion.

9.3. There is no guarantee that the Company will be successful. Similarly, there is no guarantee that the value of TREX will rise, even in case of the Company's success. You should bear in mind that the value of TREX coins can go up as well as down. You are advised to thoroughly assess the risks and uncertainties involved before making any decisions. No promises in terms of TREX value or future performance are made.

9.4. The Purchaser bears the sole responsibility to determine if the purchase of TREX or the potential appreciation or depreciation in the value of TREX over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing TREX, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company or the YouRoot Team liable for any tax liability associated with or arising from the purchase of TREX.

## **10. EXCLUSION OF LIABILITY**

10.1. The Company intends to operate in a highly regulated business area which requires a number of licenses and authorizations. The Company might not succeed in obtaining any or all of the necessary licenses and may therefore have to change its business plan. The Company disclaims all liability and responsibility to the maximum extent of the law for any statement or informative material communicated.

10.2. The sale of TREX is not registered or otherwise approved by any regulatory authority in any jurisdiction. The White Paper does not constitute an offer to sell or a solicitation of an offer to acquire TREX in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements, or undue burden, on the Company. Among other, TREX may not at any time be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the People's Republic of China, the United States of America, or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act). TREX are being offered and sold solely outside the United States to non-US Persons.

10.3. In addition to other considerations and limitations, TREX are only suitable for individuals and entities (i) who have significant experience with and understanding of the usage and intricacies of cryptographic tokens, (ii) who understand and are willing to assume the potential risk of loss and who understand that there may be limited

liquidity and/or usage for TREX; and (iii) who understand and are willing to assume the risks involved.

10.4. These Terms are subject to copyright with all rights reserved. They may not be published, distributed or transmitted by any other person by any means or media, directly or indirectly, in whole or in part.

## **11. DISCLAIMER OF WARRANTIES**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING TREX AT THE PURCHASER'S SOLE RISK AND THAT TREX IS PROVIDED ON AN "AS IS" AND "UNDER DEVELOPMENT" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW).

## **12. LIMITATIONS AND WAIVER OF LIABILITY**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, TREX OR (ii) THE YOUROOT TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NOT THE COMPANY OR NONE OF THE YOUROOT TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR

INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, TREX, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO TREX. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE COMPANY OR YOUROOT TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF TREX, AND THAT THE RISK OF PURCHASING AND USING TREX RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OF THE YOUROOT TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAS PAID TO THE COMPANY FOR THE PURCHASE OF TREX. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS CLAUSE AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE COMPANY OR THE YOUROOT TEAM.

### **13. COMPLETE AGREEMENT**

These Terms (together with the Privacy Policy and Know Your Customer Policy referred herein) set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of TREX. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these Terms in determining purchase decisions and understands that the Terms govern the sale of TREX and supersede any public statements about the TREX sale made by the Company or the YouRoot Team or individuals associated with any of the YouRoot Team, past and present and during the TREX sale.

#### **14. SEVERABILITY**

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

#### **15. NO WAIVER**

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the YouRoot Team shall be deemed a modification of these Terms nor be legally binding.

#### **16. UPDATES AND CHANGES TO THE TERMS**

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing TREX. The relationship between the Company and the Purchaser is regulated by the version of the Terms in effect at the time of deciding on relevant right or obligation.



## **17. COOPERATION WITH LEGAL AUTHORITIES**

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

## **18. INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Purchasers will indemnify, defend and hold harmless the Company and YouRoot Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of TREX; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

## **19. SECURITY**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold TREX purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## **20. FORCE MAJEURE**

The Company or the YouRoot Team shall not be held responsible for non-compliance with these Terms, if the non-compliance is caused by a Force Majeure event which separately or in combination with other similar risks is beyond the reasonable control of the Company.

## **21. APPLICABLE LAW AND DISPUTES**

The Token Sale as well as any other rights and obligations arising from TREX are governed by the laws of the Republic of Singapore. The Company, any reader of this document and any person who intends to or has acquired TREX shall make good faith efforts to amicably resolve any dispute, controversy or claim between them relating to TREX and their respective rights and obligations hereunder. In case a settlement is not reached between the parties, the dispute shall be resolved in accordance with applicable legislation of the Republic of Singapore.

## **22. PRIVACY**

The Privacy Policy available on the Website is part of these Terms, and any interaction by the Company with its community and Purchasers and vice versa shall comply with that policy.

## **23. LANGUAGE**

Currently, only English versions of any communications with the Company is considered official. The English version shall prevail in case of differences in translation.

## **ANNEX A**

### **TREX Risks**

By purchasing, owning, and using TREX, you expressly acknowledge and assume the following risks:

#### **1. Risk of Losing Access to TREX 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 TREX stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing TREX will result in loss of such TREX. Moreover, any

third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your TREX. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store TREX in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your TREX. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving TREX, including, for instance, if you provide the wrong address for the receiving TREX, or provides an address that is not ERC-20 compatible, may result in the loss of your TREX.

## 2. Risks Associated with the Ethereum Protocol

Because TREX is based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or TREX. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to TREX and the platform, including the utility of TREX for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

## 3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, TREX are susceptible to attacks by miners in the course of validating TREX transactions 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 TREX, including, but not limited to, accurate execution and recording of transactions involving TREX.

## 4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to

interfere with the platform or TREX 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 is based on open-source software, there is a risk that a third party or a member of the YouRoot Team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and TREX, including the utility of TREX for obtaining the Company's services.

## 5. Risks Associated with Markets for TREX

If secondary trading of TREX is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to TREX (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

## 6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, TREX 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 Company, to offer recourse to you.

## 7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of TREX 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, including the YouRoot platform and TREX. 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 TREX. Regulatory actions could negatively impact the platform and TREX in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of TREX constitutes unlawful activity or that TREX are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations 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.

## 8. Risks Arising from Taxation

The tax characterization of TREX is uncertain. You must seek your own tax advice in connection with purchasing TREX, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

## 9. Risk of Competing Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Company's services.

## 10. Risks Arising from Lack of Governance Rights

Because TREX confer no governance rights of any kind with respect to the YouRoot platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any TREX you own, including their utility for obtaining the Company's services.

## 11. Unanticipated Risks

Cryptographic tokens such as TREX are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of TREX, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.