

TERMS AND CONDITIONS OF CORIONX TOKEN

A. GENERAL INFORMATIONS

1. CorionX tokens (or "CorionX") will be created on the Ethereum blockchain and will be sold to the public via an Initial Exchanger Offering (the "IEO").
2. CorionXs will be issued by a technical process that uses the «Blockchain» technology. This is an open source IT protocol over which the Foundation has no rights, control or liability in terms of its development and operation. The CorionX distribution and sale mechanism will be controlled and managed by one or more selected exchangers. On the other hand, the issuance of CorionX will be controlled by a smart contract; this involves a computer program that can be executed on the Ethereum network or on a blockchain network that is compatible with Smart Contract programming language.
3. CorionX is a token
 - that will allow the user to access the service provided by the Corion infrastructure (*utility token*)
4. The sale of CorionX is final: the Token is non-refundable and not redeemable.
5. As of the day of the IEO Placement, CorionX does not have the legal qualification of a security pursuant to Swiss Law and is therefore not qualified as an Asset Token pursuant to the Guidelines (the "Guidelines") issued on February 16, 2018 by Swiss Financial Market Supervisory Authority ("FINMA").
6. CorionX does not have a performance or a particular value outside the Corion infrastructure. The Token shall therefore not be purchased or used for speculative or investment purposes.
7. As of the day of the IEO Placement, the Token sale is currently not subject to the Federal Act on Stock Exchanges and Securities Trading Law and the Financial Market Infrastructure Act, which ensure that the sale of certain products or assets is subject to regulatory scrutiny for the investors' protection and may only be sold to investors provided that, inter alia, the respective documentation include all the proper disclosures and that the sale of investments.

B. TOKEN DOCUMENTATION

8. This white paper (the "White Paper") together with the exchangers' own version of Terms and Conditions (the "Terms & Conditions") shall form the entire documentation for the CorionX sale (the "Token Documentation").

C. KNOWLEDGE REQUIRED

9. Any purchaser of CorionX (the "Purchaser") shall understand and have significant experience of cryptocurrencies, blockchain systems and services, and understand the risks associated with the crowdsale as well as the mechanisms related to the use of cryptocurrencies (including the storage).

10. The Purchaser shall carefully review the Token Documentation so to understand the risks, costs and benefits associated with the purchase, storage and use of Tokens.

D. RISKS

11. Acquiring CorionXs and storing them involves various risks, in particular (but not limited to) the risk that Foundation may not be able to launch its infrastructure and/or its operations and to provide the services to which the CorionX relates or is forced (in particular due to changes in the legal environment and/or issuance of new laws or regulations and/or new leading interpretation of current legal framework and/or case law, which might also have a retroactive effect) to stop its operations or change its business model.

Therefore, and prior to acquiring[the Token, any user should carefully consider the risks, costs and benefits of acquiring CorionX in the context of the IEO Placement and, if necessary, obtain independent legal and tax advice in this regard.

12. Any interested person who is not in the position to accept or to understand the risks associated with the activity (including the risks related to the incomplete development of the Corion infrastructure) or any other risks as indicated herein or in the Token Documentation) shall not acquire the Tokens.

E. NO INVESTMENT INVITATION

13. This White Paper shall not and cannot be considered as an invitation to enter into an investment. It does not constitute or relate in any way nor should it be considered or interpreted as an offering of securities in any jurisdiction.

14. The White Paper does not include nor contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision.

15. This document does not constitute an offer or an invitation to purchase shares, bonds, securities or rights relating to Corion Stiftung or to any related or associated entity (the "Foundation's Group").

F. NO SECURITY

17. CorionXs do not confer any direct or indirect right to the Foundation's or Foundation's Group assets and, in particular, do not grant any patrimonial, financial right or participation to the Foundation or Foundation's Group revenue or earnings.
18. CorionX is not proof of ownership of any assets belonging to the Foundation or Foundation's Group or of a right of control over Foundation or Foundation's Group and does not grant to the owner any right to assets of Foundation or Foundation's Group.
19. CorionXs are not participation certificates and do not give any right to participate to, or vote in, the general meeting of the Foundation or Foundation's Group or to influence in any way the respective corporate governance or the decisions of the bodies of the Foundation or Foundation's Group.
20. Subject to Article G. below, based on the above, at the date of the IEO Placement, the Foundation considers that CorionX does not have the legal qualification of a security pursuant to Swiss Law and does therefore not qualify as an "Asset Token" in Switzerland as interpreted by FINMA in the Guidelines.
21. Pursuant to the Guidelines and current practice, the CorionX is a utility token which only gives access to the Foundation infrastructure and is not intended to be used as an investment.
22. The initial offering and listing of CorionX on a trading platform is not done for speculative purposes and does not change the legal qualification of the token as a utility token.

G. CHANGES IN THE LEGAL ENVIRONMENT

23. The IEO Placement and the purchase of CorionXs is taking place within a legal environment that is still under development. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world.
24. Regulatory measures, investigations or actions may impact Foundation's business and even limit or prevent it from performing or developing its operations.
25. Any person acquiring CorionX shall be aware that Foundation's project model and the Token Documentation may change because of new legal, regulatory and compliance requirements from any applicable laws in any jurisdictions, even with retroactive effect. In such a case, Purchasers and anyone acquiring the Token acknowledge and accept that neither the Foundation nor the Foundation's Group shall be held liable for any direct or indirect loss or damage caused by such changes.

26. The Foundation is, as of the date of issue of this White Paper, not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti-Money Laundering purpose. This qualification may change at any time if the services offered by Foundation will be considered as a financial intermediation activity pursuant to applicable law. Notwithstanding the aforesaid, the purchase of the CorionX may be conditional upon the positive conclusion of an AML/KYC identification process and the Purchaser may be required to provide to the exchangers that will perform the initial offering and sale of CorionX all requested documents and information necessary or useful to complete the AML/KYC process.

H. THIS IS NOT AN OFFER – NO INVESTMENT ADVISE – NO REPRESENTATIONS AND WARRANTIES

27. This White Paper shall not be construed as an offer, personal recommendation or solicitation to conclude a transaction and should not be treated as giving investment advice.

28. Corion Stiftung is not to be considered as an advisor in any legal, tax or financial matters. Any information in the white paper is given for general information purpose only and the Foundation does not provide any representation and/or warranty as to the accuracy and completeness of the information included in the White Paper.

29. Given the lack of qualification of the crypto-token in most countries, the Purchaser is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of CorionX according to his/her/its nationality and place of residence.

I. IMPORTANT INFORMATION AND DISCLAIMER

30. The Foundation will do its utmost to launch all of its operations and to further develop the Corion infrastructure and to provide the services highlighted in this White Paper. Anyone undertaking to acquire CorionX shall be aware that the Foundation does not provide any guarantee that it will be able to fully achieve the project highlighted in this White Paper.

31. By subscribing CorionX the Purchaser acknowledges and accepts that the Foundation assumes no liability or responsibility for any loss or damage that would result from or relate to the Purchaser failure to receive (or to timely receive) the CorionXs or to the incapacity to use CorionXs, as well as for any failure or malfunction of the respective distribution/sale methods, except in case of intentional misconduct or gross negligence directly attributable to the Foundation.

32. CorionX is based on the Ethereum protocol. Any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the Foundation network or

CorionX to malfunction or operate in a way that is not expected. Moreover, the native Ethereum Protocol account unit may itself lose value in a similar way to CorionXs, and also in other ways. The Foundation assumes no liability or responsibility in this respect except in case of intentional misconduct or gross negligence directly attributable to the Foundation.

33. Corion Stiftung assumes no liability or responsibility whatsoever for any loss of the Token or situations making it impossible to access the Token, which may result from any actions or omissions of the User, as well as in case of hacker attacks.

J. USER REPRESENTATIONS AND WARRANTIES

34. By participating in the IEO Placement and by purchasing CorionXs the Purchaser confirms that he/she/it:

- has read and understood the Token Documentation and accepts to be legally bound by its terms;
- has sufficient knowledge about the nature of the cryptographic tokens and has significant experience with, and functional understanding of, the usage and intricacies of dealing with cryptographic tokens, cryptocurrencies and blockchain-based systems and services;
- has fully understood and accepts the risks connected with the purchase of the Token outlined in the Token Documentation, including those related to possible changes in the legal environment;
- is familiar with all related regulations, in particular (but not limited to) in the specific jurisdiction in which the Purchaser is based, and has received competent advice that participating to IEOs and purchasing cryptographic tokens is not prohibited, restricted or subject to additional conditions of any kind;
- is entitled to purchase CorionXs in the IEO Placement without requiring any local authorization and is in compliance with the local, state, and national laws and regulations when purchasing;
- is authorized and has full power to purchase CorionX;
- is not and will not be at the time of the IEO Placement a U.S. citizen, resident or entity (a "US Person") nor is the Purchaser purchasing CorionXs on behalf of a US Person;
- is not and will not be at the time of the IEO Placement a Japanese resident or entity nor is the Purchaser purchasing the CorionXs or signing on behalf of a Japanese resident or entity;
- is not and will not be at the time of the IEO Placement a Saudi Arabia resident or entity nor is the Purchaser purchasing the CorionXs or signing on behalf of a Saudi Arabia resident or entity;
- is not and will not be at the time of the IEO Placement a Chinese resident or entity nor is the Purchaser purchasing CorionXs or signing on behalf of a Chinese resident or entity;
- is not and will not be at the time of the IEO Placement a country resident or entity nor is the Purchaser purchasing CorionXs or signing on behalf of a country resident or entity, in which country participating to IEOs and purchasing cryptographic tokens is prohibited, restricted or subject to additional conditions of any kind;

- will not use the IEO Placement for any illegal activity, including but not limited to, for money laundering and/or the financing of terrorism;
- the purchase and storage of the Token will not constitute a violation or breach of any applicable law by the Purchaser, in particular in his country of residence or citizenship;
- purchases CorionXs because he/she/it wishes to have access to the Corion infrastructure; and
- is not purchasing CorionXs for the purpose of speculative investment or usage.

K. GOVERNING LAW – ARBITRATION

35. The Token Documentation and the Foundation IEO operation shall be governed by and construed in accordance with the substantive laws of Switzerland without regard to the conflicts of law rules and without regard to the rules of the Vienna Convention on the International Sale of Goods dated 11 April 1980.

36. Any dispute, controversy or claim arising out of or in connection with the Token Documentation and/or the Foundation IEO operation, shall be finally settled in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be 3 (three), the arbitrators to be appointed in accordance with the said Rules. The seat of the arbitration shall be Lugano, Switzerland. The language of the arbitration shall be English.

L. RISK DISCLOSURE

The significant expansion of alternative payments and currencies requires the combination of several factors.

The spread of smartphones, NFC technology, fintech start ups, more opened regulatory environment, a positive outlook in the in the world economy will further contribute to growth of the crypto industry. Compared to alternative payments, blockchain-based solutions constitute outstanding opportunities.

Blockchain technology, however has a history of just 1 decade, its broader popularity is only a few years old.

The world of decentralized payment assets is not or hardly understood by the regulatory environment.

Over the last six months, there is a strong market cleansing and a positive attitude of regulators and institutional representatives.

Great opportunity, but also risk! And this must be known to every stablecoin and crypto user. User of any coin, token (including CorionX utility token), uses this type of assets on their own responsibility and risk.

The total loss, neglect, and ban on the use of such assets is currently a real danger.

A multitude of market players need to be able to create long-term value and reduce the risk of using it (eg, nation-states, banks, escrows, investors, acceptor sites, custodial services, fiat on- and offramps, cryptographic exchanges and, of course, broad masses of users).

This Whitepaper is not considered an investment or business advice.

Corion Foundation is not responsible for the authenticity of shared information.

AMENDMENT TERMS AND CONDITIONS OF CORIONX TOKEN IEO SALE ON PROBIT EXCHANGE

This document and any other document, produced and signed by Corion Foundation does not constitute an offer or solicitation to sell shares or securities in Corion Foundation or any of its affiliates. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities.

You should only purchase CorionX token if you have significant experience with, and understanding of, the usage and intricacies of cryptographic digital assets and blockchain based software systems. purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic digital assets. Neither Corion Foundation nor its affiliates will be responsible for lost cryptocurrency, such as BTC, ETH, or other, resulting from actions taken by, or omitted by you. If you do not have such experience or expertise, then you should not purchase CorionX token or participate in the sale of CorionX token.

TERMS AND CONDITIONS OF TOKEN SALE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO OR UNDERSTAND THESE TERMS AND CONDITIONS OF TOKEN SALE (OR ANY PART THEREOF), PLEASE DO NOT PURCHASE CorionX token. BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS IN THESE TERMS AND CONDITIONS.

YOU ACKNOWLEDGE AND AGREE THAT (I) SALE OF CORIONX TOKEN UNDER THESE TERMS AND CONDITIONS SHALL TAKE EFFECT BETWEEN YOU AS A PURCHASER AND CORION FOUNDATION AS A SELLER, (II) PROBIT EXCHANGE OR PROBIT KOREA EXCHANGE SHALL BE, OR DEEMED TO BE, NEITHER A PARTY, AGENT OR BROKER IN THE SALE OF CORION FOUNDATION, NOR INVOLVED IN THE SALE OF CORION FOUNDATION AS ANY CAPACITY, EXCEPT THAT PROBIT EXCHANGE PROVIDES A PLATFORM FOR THE SALE OF CORIONX TOKEN IN A SUPPORTIVE SERVICE PROVIDING CAPACITY ONLY AND (III) PROBIT EXCHANGE OR PROBIT KOREA EXCHANGE WILL HAVE NO LEGAL AND FINANCIAL LIABILITIES TOWARDS YOU, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE SALE OF CORIONX TOKEN BY ANY MEASURE.

Your purchase of CorionX token from Corion Foundation, a company incorporated in Switzerland ("Company", "we", "us" or "our") is subject to these Terms and Conditions of Token Sale ("Terms"). Each of you and Company is a "Party," and together the "Parties." By purchasing CorionX token from us and/or using CorionX token in connection with the [Pre IEO and IEO Service] (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at info@corion.io

THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company agree as follows:

WHEREAS

The Company intends to issue and sell CorionX Token (the CORX), blockchain tokens as more particularly described in the Whitepaper (the "Whitepaper") available at <https://corion.io/corionx/> (the "Website").

1. You wish to purchase from Company a specific number of CorionX token as part of its initial exchange offering of CorionX token at ProBit Exchange (www.probit.com) or ProBit Korea Exchange (www.probit.kr).
2. This Terms set out the terms and conditions upon which the Company will issue and sell CorionX token to you.

this Terms

1. DEFINITIONS

- 1.1 Unless the context requires otherwise, the following terms shall have the ascribed meanings in this Terms:

Blockchain Tokens means digital cryptographic tokens, typically virtual currency (also known as cryptocurrency), that are implemented on a Blockchain.

If the CorionX token Price is in US\$

Exchange Price means a US\$ price of Bitcoin ("BTC"), Ethereum ("ETH"), Ripple ("XRP"), Tether ("USDT") or ProBit Token ("PROB") as determined and updated as follows for the purpose and the sale of CorionX token:

- (a) BTC, ETH and XRP: US\$ price as published by CoinMarketCap on <https://coinmarketcap.com> at 8:00 am each day (Seoul time);
- (b) USDT: US\$ 1 per USDT; and
- (c) PROB: the previous 10 minute volume weighted average price of PROB at ProBit Korea Exchange (www.probit.kr) calculated every one (1) minute and converted into US\$ price based on the most recent basic rate of exchange of US\$ as adopted by ProBit Exchange.

If the CorionX token Price is in KRW]

Exchange Price means a KRW price of Bitcoin ("BTC"), Ethereum ("ETH"), Ripple ("XRP"), Tether ("USDT") or ProBit Token ("PROB") as determined and updated as follows for the purpose and the sale of CorionX token:

- (d) BTC, ETH and XRP: KRW price converted from US\$ price as published by CoinMarketCap on <https://coinmarketcap.com> at 8:00 am each day (Seoul time) based on the basic rate of exchange of US\$ as adopted by ProBit Exchange;
- (e) USDT: KRW price converted from US\$ 1 per USDT based on the basic rate of

exchange of US\$ as adopted by ProBit Exchange; and

- (f) PROB: the previous 10 minute volume weighted average price of PROB at ProBit Korea Exchange (www.probit.kr) calculated every one (1) minute.

KRW means the lawful currency for the time being of the Republic of Korea.

ProBit Exchange means an exchange for Blockchain Tokens that has a website at www.probit.com.

ProBit Korea Exchange means an exchange for Blockchain Tokens that has a website at www.probit.kr.

Service Terms and Policies shall have the meaning ascribed to it in Section 3.6.

Service means scoring, staking, utilities, cashbacks, Stablecoin Movement's programs that has a website at <https://corion.io/corionx/> and <https://corion.io> and will be operated by the Company as more particularly described in the Whitepaper.

USD and the symbol US\$ mean the lawful currency for the time being of The United States of America.

1.2 In this Terms:

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and the plural include the singular;
- (d) clause and paragraph headings shall not affect the interpretation of this Terms;
- (e) references to clauses are to the clauses of this Terms and references to paragraphs are to paragraphs of this Terms; and
- (f) a reference to this Terms or to any other agreement or document referred to in this Terms is a reference to this Terms or such other agreement or document as varied or novated in accordance with its terms from time to time.

2. TERMS OF TOKEN PURCHASE

2.1 Subject to this Terms, the Company shall issue to you and you shall purchase from the Company, a specific number of CorionX token at a purchase price of sale price in 0,015 US\$ per one (1) CorionX token.

2.2 You shall pay the purchase price for CorionX token by transfer to the Company of BTCs, ETHs, XRPs, USDTs or PROBs, which is equal to the result of dividing the aggregate 0,015 US\$ purchase price of CorionX token by the applicable Exchange Price.

- 2.3 You will receive bonus CorionX token which is equal to the sum of (i) [10-25% base bonus rate] of total CorionX token that you shall purchase under this Terms and (ii) [10-34%] of CorionX token that you shall purchase by transfer to the Company of PROBs under this Terms,
- 2.4 CorionX token (including bonus CorionX token) purchased by you under this Terms shall be distributed to the account at ProBit Exchange or ProBit Korea Exchange that you have registered and used for the purchase of CorionX token under this Terms. Time schedule of CorionX token distribution shall be disclosed during sale period of CorionX token at ProBit Exchange or ProBit Korea Exchange.
- 2.5 CorionX token that you shall purchase and bonus CorionX token granted to you under this Terms shall be subject to lock-up for certain period, as disclosed during sale period of CorionX token at ProBit Exchange or ProBit Korea Exchange.
3. CorionX token
 - 3.1 Ownership of CorionX token carries no rights, express or implied, other than the right to use CorionX token as a utility token as disclosed in the website of Service. In particular, you understand and accept that CorionX token does not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue, dividends, shares, intellectual property rights or any other form of participation or governance in or relating to the Service and/or the Company. CorionX token should not be acquired for speculative or investment purposes with the expectation of making a profit on resale.
 - 3.2 You understand and accept that CorionX token:
 - (a) is not a loan to the Company;
 - (b) does not provide you with any ownership or other interest in the Company;
 - (c) is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment;
 - (d) is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (e) is not any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person; and
 - (f) is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.
 - 3.3 Protections offered by applicable law in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of CorionX token and neither this Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.
 - 3.4 Given that CorionX token is designed only for the particular uses with respect to CorionX token Protocol, it is not necessarily merchantable and does not necessarily have any other use or value. CorionX token is designed and sold as a useable virtual

goods, without any specific outlook or expectation on its merchantability or market price.

- 3.5 You acknowledge and agree that the Company is under no obligation to issue replacement CorionX token in the event any CorionX token or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible or unusable for any reason.
- 3.6 Any potential future use of CorionX token in connection with providing or receiving services on Service will be governed primarily by other applicable term and policies (collectively, the "Service Terms and Policies"), which will be made available on the Service and/or the Website. The Company may add new terms or policies to the Service Terms and Policies in our sole and absolute discretion, and may update each of the Service Terms and Policies from time to time according to modification procedures set forth therein. In the event of any conflict between this Terms and the Service Terms and Policies, the Service Terms and Policies shall take precedence. It shall be your responsibility to regularly check the Service and Website for any such notices.

4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing CorionX token, holding CorionX token, and using CorionX token for providing or receiving services on Service. By purchasing CorionX token, you expressly agree to fully and completely understand, acknowledge, accept and assume these risks.

5. CANCELLATION; REFUNDS; REFUSAL OF PURCHASE REQUESTS

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

6. COMPANY REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants to you that:

- (a) The Company is a company duly organized, validly existing and in good standing under the laws of Singapore and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- (b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to you, has been duly authorized by all necessary actions on the part of the Company.
- (c) This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

- (d) To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- (e) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- (f) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument.
- (g) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

7. PURCHASER REPRESENTATIONS AND WARRANTIES

7.1 You hereby represent and warrant to the Company that:

- (a) You have read and understood all the terms of this Terms (including all Schedules) and the Whitepaper.
- (b) You acknowledge and consent that the Whitepaper may change during the time leading up to the date of distribution of CorionX token to you hereunder, and you accept the obligation to promptly read new versions of the Whitepaper, which will be made available via the Website.
- (c) You have good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, blockchain-like technology and blockchain-based software systems to understand this Terms and to appreciate the risks and implications of purchasing CorionX token.
- (d) If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase CorionX token, accept this Terms and enter into a binding agreement with the Company. If you are a legal person, you are duly organised, validly existing and in good standing under the laws of your domicile and each jurisdiction where you conduct business or where your assets are located.
- (e) You have obtained sufficient information about CorionX token to make an informed decision to purchase CorionX token. Additionally, you are aware of the Company's business affairs and financial condition and has obtained

sufficient information about the Company to reach an informed decision to purchase CorionX token.

- (f) You understand that CorionX token confers only the right to provide and receive services via Service and confers no other rights of any form with respect to Service or the Company, including, but not limited to, any distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- (g) You are purchasing CorionX token to participate in Service. You are not purchasing CorionX token for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
- (h) Your purchase of CorionX token complies with applicable law and regulation in your jurisdiction, and the law and regulation of any jurisdiction to which you may be subject, including, but not limited to: (i) legal capacity and any other threshold requirements for purchasing CorionX token, using CorionX token in Service, and entering into contracts with the Company; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained.
- (i) Your purchase of CorionX token shall be made in full compliance with any applicable tax obligations to which you may be subject in any relevant jurisdiction. You understand that you bear the sole responsibility to determine if your use of Servicede nem tudom mit kell írni, the transfer of any cryptocurrency to the Company, the creation, ownership or use of CorionX token, the potential appreciation or depreciation in the value of CorionX token over time, the sale and purchase of CorionX token and/or any other action or transaction related to the Company or Servicede nem tudom mit kell írni have tax implications; by creating, holding or using CorionX token, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of CorionX token or any other action or transaction related to the Company or Service
- (j) You are not a citizen, resident (tax or otherwise), or domiciliary and/or green card holder or other similar certificate of residency of a country (A) where participation in token sales is prohibited by applicable law, decree, regulation, treaty, or administrative act, or (B) where it is likely that the sale of CorionX token would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America, People's Republic of China (but not including the special administrative regions of Hong Kong and Macau, and the territory of Taiwan), North Korea, Bangladesh, Nepal, Macedonia, Bolivia, Ecuador, Pakistan, Algeria, and Morocco) (each a Restricted Country), nor are you purchasing CorionX token from any Restricted Country, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Country, nor are you purchasing CorionX token on behalf of any person or entity from a Restricted Country.
- (k) You are not a citizen or resident of a geographic area in which access to or participation in Service is prohibited by applicable law, decree, regulation, treaty, or administrative act.
- (l) The execution, delivery and performance of this Terms will not result in any violation of, be in conflict with, or constitute a default under, with or without

- the passage of time or the giving of notice: (i) any provision of your constitutional documents (if applicable), (ii) any provision of any judgment, decree or order, or any agreement, obligation, duty or commitment to which you are a party, or by which you are bound, or to which any of its material assets are subject, (iii) any laws, regulations or rules applicable to you, (iv) any foreign exchange or regulatory restrictions applicable to such purchase, or (v) any governmental or other consents that may need to be obtained.
- (m) The contributions made to purchase CorionX token are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use CorionX token to finance, engage in, or otherwise support any unlawful activities. To the extent required by applicable laws and regulations, you shall fully comply with all anti-money laundering and counter-terrorism financing requirements in all relevant jurisdictions.
 - (n) All contributions made to purchase CorionX token will be made only in your name, from a digital wallet or bank account (as the case may be) not connected to nor located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force or any similar legislation.
 - (o) Neither you (or any of your subsidiaries, any director or officer, or any employee, agent, or affiliate as the case may be) nor any person having a direct or indirect beneficial interest in you or CorionX token being acquired by you, or any person for whom you are acting as agent or nominee in connection with CorionX token, (i) is the subject of any sanctions administered or enforced by any country or government or international authority, including the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore (collectively, "Sanctions"), or (ii) is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions, or (iii) is a citizen or resident of, or located in, a geographic area or country designated as "High-risk and other monitored jurisdictions" (or such other similar classification) by the Financial Action Task Force, or (iv) a Politically Exposed Person (defined as a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a government (elected or not), a senior official of a major political party, a senior executive of a government owned commercial enterprise, and/or being a corporation, business or other entity formed by or for the benefit of any such individual, any individual publicly known (or actually known by the relevant financial institution) to be a close personal or professional associate, or an immediate family member of such individual, meaning spouse, parents, siblings, children, and spouse's parents or siblings).
 - (p) You are not purchasing CorionX token with a view to immediate sale or in connection with any distribution, in whole or in part. You will not, directly or indirectly, transfer CorionX token except in accordance with the applicable laws and the provisions hereof. You understand that you must bear the economic risk of purchase of CorionX token for an indefinite period of time. You understand that to the extent CorionX token is security under the laws of any jurisdiction in which CorionX token is to be traded or the subject of

transfers, such trades or transfers of CorionX token may be restricted by such laws, and that no market exists or is expected to develop for CorionX token.

- (q) you acknowledge and agree that (i) sale of CorionX token under these Terms shall take effect between you and the Company, (ii) ProBit Exchange or ProBit Korea Exchange shall neither be a party, agent or broker in the sale of CorionX token nor be involved in the sale of CorionX token as any capacity, except that ProBit Exchange provides a platform for the sale of CorionX token in a supportive service providing capacity only and (iii) ProBit Exchange or ProBit Korea Exchange will have no legal and financial liabilities towards you, including without limitation with respect to the sale of CorionX token by any measure.

7.1 You hereby acknowledge that the Parties have entered into these Terms in reliance upon your representations and warranties being true, accurate, complete and non-misleading.

8. DISCLAIMERS

To the fullest extent permitted by applicable law and except as otherwise specified in writing by the Company, (a) CorionX token is sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and the Company expressly disclaims all implied warranties as to CorionX token, including, without limitation, implied warranties of merchantability, usage, suitability or fitness for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (b) the Company cannot and do not represent or warrant that CorionX token is reliable, current or error-free, meets your expectations or requirements, or that defects in CorionX token will be corrected; and (c) the Company cannot and do not represent or warrant that CorionX token or the delivery mechanism for CorionX token is free of viruses or other harmful components.

9. CONFIDENTIALITY

The Parties shall keep confidential, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and information concerning the transactions contemplated by this Terms (including without limitation all commercial information such as sale price, number of tokens sold, discount (if any), as well as schedule for delivery of tokens)

10. MISCELLANEOUS

10.1. This Terms sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between the Parties. Any provision of this instrument may be amended, waived or modified only upon the written agreement between the Parties.

10.2. Any notice required or permitted by this Terms will be deemed sufficient when sent by email to the email address of your registered account at ProBit Exchange or ProBit Korea Exchange or published at Website.

10.3. Neither this Terms nor the rights contained herein may be assigned, by operation of law or otherwise, by either Party without the prior written consent of the other.

10.4. In the event any one or more of the provisions of this Terms is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Terms operate or would prospectively operate to invalidate this Terms, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Terms and the remaining provisions of this Terms will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

10.5. All rights and obligations hereunder will be governed by the laws of Switzerland, without regard to the conflicts of law provisions of such jurisdiction. Any dispute between the Parties arising out of or relating to these Terms or its subject matter shall be resolved in the courts of Switzerland.

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