

By continuing on to use our websites (www.twex.exchange , www.twex.info and www.twexsec.com) you hereby warrant and represent that you have irrevocably and unconditionally accepted all of our terms and conditions without liability and or responsibility from us, our employees, associates and or any other affiliated or parent companies unless so confirmed in writing.

PREMISES

TWEX Oü is a EU Regulated Financial Services Company authorized under license number FVR000659 to exchange a virtual currency against a FIAT currency and under license number FVR000557 to provide a virtual currency wallet. TWEX OU has created an Exchange named TWEX Exchange in order to conduct its activities.

TWEX Ltd is a UK incorporated company.

All TWEX companies as mentioned above and or that exist and are part of the TWEX Group of Companies shall be referred hereinafter and known to this present Agreement as TWEX.

DEFINITIONS:

1.1 ACCOUNT – A user’s account on the website(s), which is created and used to buy Crypto tokens. Please fill in our account opening forms and provide us with all required information in order to enable us to respect our AML charter and to perform our KYC. Only account holders will be able to acquire and subsequently trade Crypto tokens.

1.2 AGREEMENT – These terms and all other operating rules, policies, and procedures that may be published from time to time on the website (including privacy policy, cookie policy etc.).

1.3 BITCOIN OR BTC – A consensus network that enables a new payment system and completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.

1.4 BLOCKCHAIN – Type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.5 CRYPTO TOKENS – Cryptographic tokens, which are software product (digital resources), created by the website owner as a proof of membership of their holders in the various ventures contemplated at inception (please be advised that as owner of one or more TWEX tokens you are entitled to certain rights associated to said token. But under no circumstances whatsoever can you be considered as a shareholder of TWEX Ltd, TWEX OU or any other TWEX companies, subsidiaries and or affiliates).

1.6 TWEX WALLET –Blockchain wallet that permits users to buy, sell, manage and hold digital coins and assets.

1.7 USER – Anyone who uses the website, with or without prior registration and authorization using the Account.

1.9 WEBSITE OWNER, TWEX LTD, TWEX, COMPANY, WE, US, TWEX Oü – First tokenized closed-end fund designated to blockchain assets; TWEX Ltd, a company, that is registered under the laws of the UK. TWEX Oü, a company that is organized under the laws of Estonia, EU both and as well as all other TWEX affiliated companies known in hereinafter as TWEX. In no way shall TWEX be deemed a partner, employer or agent for any user or providing any financial services thereto.

GENERAL INFORMATION:

2.1 These terms are a legally binding agreement between you, the user, on the one part, and the website owner, on the other part, also individually referred to as a “party” and collectively as the “Parties”.

2.2 These terms define basic mutual rights and obligations of the website owner and the users, either registered or just visiting certain pages of the website, during their use of the website, including but without limitation, for the purpose of buying Crypto tokens.

2.3 By using the website, the users accept these terms in full and agree to be bound thereby and comply therewith.

2.4 These terms are effective at the time the users begin using the website. The users may withdraw from their obligation under the terms at any time by discontinuing the use of the Website.

2.5 The user acknowledges and accepts that: - these terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at website owner’s sole discretion, by updating this posting at the “last updated”

section; the user's continued use of the website after the amendments etc. Shall constitute the user's consent here to and acceptance hereof; - the website owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the website, and/or disable any access to the website.

2.6 By using this website, you covenant, represent, and warrant that: - you are of an age of majority to enter into this agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith; - you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), crypto currencies and blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge; - you have necessary and relevant experience and knowledge to deal with cryptographic tokens, crypto currencies and blockchain-based systems, as well as you have full understanding of their framework.

2.7 You shall not use the website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of any Crypto tokens exist under the applicable law, we persistently recommend you not to use this website and not to buy any Crypto tokens.

SALE OF TWEX TOKENS:

3.1 You may purchase the TWEX tokens on our site only for the time being.

3.2 Up to 30,000,000 TWEX Tokens are being offered for sale at an initial price of 10 Euros each. Total supply of TWEX Tokens: 30,000,000. Each TWEX Token, when sold, will always retain a minimum value of 9.40 €. These funds will stay in escrow at all times until holder of the token decides to invest or sell the token. In case of sale, buyer's price/market price will prevail, in case of investment, the token will be redeemed and exchanged against Euros, the Euros will then be exchanged against securities issued by recipient chosen by investor. The Euros will flow to the recipient, the securities will go to the investor and the TWEX Tokens will reintegrate TWEX Treasury to be used for other transactions at a later date.

3.3 The securities acquired by investor will each have its own sets of terms and conditions, value and corresponding regulations. Under no circumstances can TWEX be held responsible of the outcome of an investment.

3.4 Any investments or actions carried out on the TWEX Exchange can only be done using the TWEX Tokens – with its minimum guaranteed value in Euros.

3.5 Any user who wants to buy the TWEX tokens shall register an account on the website using real name, email address, copy of id and proof of address. Information will then be given on how to fund the account with Bitcoin (BTC), ether, Bitcoin cash (BCH) and or all other accepted crypto currencies as mentioned by us at such time. You could buy the TWEX tokens only via your account. To buy the TWEX tokens can also use FIAT currencies via bank wire transfer, which is equal to an amount of the TWEX tokens that you would like

to receive on your account with us. If other acceptable crypto assets used, please be advised that said crypto asset will immediately be changed in Euros and then converted into TWEX Tokens at the prevailing market rate at time of closing.

3.6 The TWEX tokens purchased hereunder may be sold and transferred by the User at any time via crypto currency exchanges if the TWEX Tokens are listed there off or using our own regulated Exchange.

3.7 By buying TWEX tokens hereunder the user represents and warrants under penalty of perjury and fraud that his/her funds in no way came from illegal or unethical sources.

3.8 You are only allowed to purchase TWEX tokens if you covenant, represent, and warrant that you are not violating/or in violation of the laws in your jurisdiction of residence.

USER REGISTRATION AND ACCOUNT:

4.1 For the purpose of buying TWEX tokens, website owner will register you, upon your request, on the website and create an individual account including a login and a password. You warrant that all information you have provided for your account is current, complete and accurate. Registration data and other information about you are subject to TWEX privacy policy available on the website.

4.2 You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

4.3 You may deactivate your registration with the Website(s), at any time and for any reason, by sending an email request to info@twex.info We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

THIRD PARTY WEBSITES AND SERVICES:

5.1 The pages of the website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by TWEX. In addition, TWEX does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

5.2 TWEX assumes no liability or obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

INDEMNIFICATION:

6.1 To the extent allowable pursuant to applicable law, the user shall indemnify, defend, and hold TWEX And/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against TWEX. Arising out of a breach of any warranty, representation, or obligation here under.

DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY:

7.1 This website and the TWEX tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the website and buying of any amount of the TWEX tokens and their use. Under no circumstances whatsoever shall TWEX, it's employees, associates, owners, directors, affiliated company and or others be held responsible for delays in payment of the profit sharing, non timely issuance of the smart contracts; non timely or non retribution of contemplated profits due to unforeseen and unavoidable reasons or cases of force majeure as defined by the international chamber of commerce in Paris, non timely or no payments at all derived from the smart contracts, no markets for trading the TWEX coins, no market for trading the smart contracts, gross negligence by the issuers of the smart contracts – please consult each issuer's prospectus for more information.

7.2 You hereby expressly agree that, to the maximum extent permitted by the applicable law, the website owner does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this website or the material, information, software, facilities, services or content on this website, from buying of the dim tokens or their use by the user, regardless of the basis, upon which the liability is claimed and even if website owner has been advised of the possibility of such loss or damage.

7.3 You understand and agree that the website owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the TWEX tokens or any other crypto currencies such as BTC and ether but not limited to them. The website owner shall not provide the user refund possibilities (pay-out liquidity) for purchased TWEX tokens except for the fixed amount of 9.40 € per token deposited in escrow in a reputable European bank at all times. The user understands and expressly agrees that the website owner shall not guaranty in any way that the TWEX tokens might be sold or transferred after its acquisition.

7.4 In any case, total amount of our aggregate liability here under may not exceed 500 (five hundred) euros. If applicable law does not allow all or any part of the above limitation of

liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of this website and use and buying of the TWEX tokens, and that the website owner should not accept any liability for any illegal or unauthorized use of this website and use and buying of the TWEX tokens. You agree to be solely responsible for any applicable taxes imposed on tokens purchased here under.

7.5 The website(s) owner does not warrant or represent that any information on the website(s) is accurate or reliable or that the website(s) will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Website(s) owner shall not be liable for interrupted availability of the website(s) at all times, in all countries and/or all geographic locations, or at any given time. Website(s) owner is not liable and or responsible for content as companies listed on said site give the content. Continued use of the site means that you as a user have done your own due diligence and have accepted at your own risks to use the website and the services offered as well as the offers on display. Website(s) owner reserves the right to change and or altogether replace any offers or companies on the site as it deems fit and as per requirements and demands by listed company.

INTELLECTUAL PROPERTY RIGHTS

8.1 The website(s) owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the TWEX tokens and his activities generally.

8.2 In no way shall this agreement entitle the user for any intellectual property of the website owner, including the intellectual property rights for the website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the website. Arrangement of such content is owned by TWEX. And is protected by the intellectual property rights and fair competition laws.

8.3 There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by TWEX.

JURISDICTION AND DISPUTE RESOLUTION

9.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the UK. For all issues relating to crypto trading The Courts of Tallinn, Estonia will prevail.

9.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

9.3 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the International Chamber of Commerce under the applicable law, as set out in clause 9.1. hereof.

MISCELLANEOUS

10.1 - ENTIRE AGREEMENT This agreement is intended to fully reflect the terms of the original agreement between the parties. No provision of the agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the agreement will not in any way affect, limit, or waive a party's rights here under at any time to enforce strict compliance thereafter with every term and condition here of.

10.2 - ASSIGNMENT TWEX may, at its sole discretion, assign its rights and/or delegate its duties under this agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of TWEX Ltd or TWEX Oü, which one or both may withhold at its, their sole discretion, shall be void.

10.3 - SEVERABILITY If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

11. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;

- before providing any such personal data to us, you have read and understood our **Privacy Policy**, attached to this Agreement and a copy of which is also available at our Privacy Policy page, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of our Privacy Policy (as amended from time to time), to that individual; and
- if from time to time we provide you with a replacement version of our Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

12. Contact Information. You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach).

13. Taxes. It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through TWEX, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

14. Unclaimed Property. If we hold E-Money or Digital Currency, and we are unable to contact you and have no record of your use of the TWEX sites for several years, applicable law may require us to report the E-Money or Digital Currency as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such E-Money or Digital Currency to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

15. Language. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

16 The User may send any questions regarding the use of the Website of the TWEX Tokens or regarding this Agreement via e-mail to: info@twex.exchange.