

FINTRUX PTE. LTD
CROWDSALE TERMS

Last Updated: February 14, 2018

PLEASE READ THESE CROWDSALE TERMS CAREFULLY. NOTE THAT SECTION 20 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of FintruX tokens (“**Tokens**”) during the Token Sale (as defined below) from FintruX Pte. Ltd (“**Company**,” “**we**,” or “**us**”), a Singapore company having an address at 141 Cecil Street #10-01 Singapore 069541, is subject to these terms of sale and use (“**Terms**”). Each of you and Company is a “**Party**” and, together, the “**Parties**.”

By purchasing Tokens from us during the Token Sale, 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 Support@fintrux.com.

You and Company agree as follows:

1. **Tokens.** Company intends to create a total of 100 million Tokens. Of those, 75 million will be made available for sale in the Token Sale, as defined below (the “**Sale Tokens**”), with the remaining 25 million Tokens allocated for other uses as described in Exhibit A of these Terms. Of the 75 million Sale Tokens, a maximum of 10 million were made available in a private sale conducted by Company (the “**Private-Sale**”). The remaining 65 million Sale Tokens, together with the unsold Sale Tokens reserved for the Private-Sale, are being sold during public presale and sale of the Sale Tokens (the “**Pre-Sale**”, “**Crowdsale**” and, together with the Private-Sale, the “**Token Sale**”).
2. **Commencement and Duration of Crowdsale.** The Crowdsale will begin at 5:00 pm UTC on February 7th 2018 and end at 5:00 pm UTC on February 28th 2018 (the “**Crowdsale End Date**”), or when all of the Sale Tokens (representing the 25 million Sale Tokens reserved for the Crowdsale, plus the unsold Sale Tokens reserved for the Pre-Sale) have been sold, whichever is earlier.
3. **Eligibility to Participate in Crowdsale.** In order to be eligible to participate in the Crowdsale, you must:
 - (a) Comply with all the terms and conditions set forth in these Terms.
 - (b) Provide a valid email address to Company.
 - (c) Provide Company with an Ethereum address to which Company will send the Tokens you purchase in the Crowdsale (the “**Token Receipt Address**”). The Token Receipt Address must be compatible with Ethereum ERC-20 tokens and must not be a commingled address. The Token Receipt Address will also be deemed the address to

which Company will send any refund of your Purchase Price (the “**Refund Address**”).

4. Purchase and Sale of Crowdsale Tokens.

- (a) **Terms and Conditions.** The price, terms, and conditions governing the purchase and sale of Tokens in the Crowdsale are set forth in Exhibit B of these Terms.
- (b) **Binding Purchase.** You acknowledge and agree that your acceptance of these Terms and the transmission of the Purchase Price (as defined in Exhibit B) to the send address provided by Company constitutes a binding present obligation to purchase the corresponding Purchase Quantity (as defined in Exhibit B) of Tokens and to pay the full Purchase Price therefor.
- (c) **Purchase Price Must Be Fully Paid Within One Day.** If you fail to pay the full Purchase Price in accordance with these Terms within one (1) day from the date and time that you accept these Terms, Company reserves the right to declare the Terms void by providing written notice to you and refusing to accept your payment of the Purchase Price.
- (d) **Rejection of Purchases in Excess of Maximum Purchase Quantity.** You are prohibited from purchasing an amount of Tokens in excess of the maximum amount of Tokens set forth in Exhibit B. The maximum Purchase Quantity restriction applies per purchaser, not per send address. Any attempt to evade the maximum Purchase Quantity limit by purchasing from multiple send addresses or otherwise constitutes a material violation of these Terms, and Company reserves the right to reject any purchases that it believes to be an attempt to circumvent the limit.

5. Delivery of Tokens; Refunds.

- (a) **Delivery of Tokens.** Provided you have provided a valid Token Receipt Address, Company will deliver your Total Acquired Tokens (as defined in Exhibit B) to you within two (2) weeks after the Crowdsale End Date; provided, however, that Company reserves the right to extend the Token delivery deadline for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties. For the avoidance of doubt, any such extension shall not affect the obligation of Company and you to make and take delivery, respectively, of the Total Acquired Tokens.
- (b) **Your Right to a Refund.** If Company has not delivered Tokens to you within four (4) weeks after the Crowdsale End Date, provided you have provided a valid Refund Address, you may request a refund of the full Purchase Price and Company shall make such refund within three (3) days after Company’s receipt of such request. Thereafter, Company shall have no obligation to deliver any Tokens to you pursuant to these Terms. Company is not responsible for any delays, losses, costs, expenses, or other issues relating to or arising from an incomplete or inaccurate Refund Address provided by you to Company.

6. Purpose and Use of Tokens in the Ecosystem; Possible Migration of Tokens.

- (a) The purpose of the Tokens is to facilitate the provision and receipt of certain fintech-related services (the “**Services**”) in a blockchain-based decentralized fintech ecosystem (the “**Ecosystem**”). Additional information regarding the Ecosystem, the Services, and Company is summarized in Exhibit C to these Terms and further described in the Whitepaper available at fintrux.com (the “**Whitepaper**”).
- (b) While Company is developing certain applications and software for use in the Ecosystem, Company does not operate or control the Ecosystem. Company is not responsible or liable for the Ecosystem or any third-party uses of the Ecosystem.
- (c) Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with Services enabled by the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to limitations and conditions in these Terms. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.
- (d) Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Ecosystem. Upon Company’s request, you agree to take any and all actions reasonably necessary to effectuate the migration of your ERC-20 Tokens to another protocol identified by Company. If you fail to effectuate such migration, the Tokens may not be compatible with the Services going forward.

7. Scope.

- (a) Unless otherwise stated herein, these Terms only govern your purchase of Tokens from Company during the Crowdsale.
- (b) If you participated in the Pre-Sale or private sale, you acknowledge and agree that such participation and any purchase of Tokens during the Pre-Sale or private sale was governed by other terms and conditions specifically applicable to the Pre-Sale or private sale.
- (c) Any use of Tokens in connection with providing or receiving Services in the Ecosystem may be governed by other applicable terms and conditions and policies.

8. **Cancellation; Refusal of Purchase Requests.** All Token purchases from Company are final, and there are no refunds or cancellations, except as expressly provided in these Terms or as may be required by applicable law or regulation. Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

9. **Token Allocation.** Important information about Company's creation and intended use of the Tokens is provided in Exhibit A. By purchasing Tokens, you acknowledge that you have read and understand Exhibit A.
10. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of Services in the Ecosystem, as disclosed and explained in Exhibit D. **BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.**
11. **Security.** You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens purchased from 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. Company is not responsible for any losses, costs or expenses relating to lost access credentials.
12. **Personal Information.** Company may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide Company such information promptly upon request. You acknowledge that Company may refuse to sell Tokens to you, until you provide such requested information and Company has determined that it is permissible to sell you Tokens under applicable laws or regulations.
13. **Taxes.** Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.
14. **Company Representations and Warranties.** Company represents and warrants that:
 - (a) Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
 - (b) The performance by Company of these Terms is within the power of Company and, other than with respect to the actions to be taken when Tokens are to be sold to you, has been duly authorized by all necessary actions on the part of Company. These Terms constitute a legal, valid and binding obligation of Company, enforceable against 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. To the knowledge of Company, it is not in violation of (i) its current certificate of incorporation or memorandum and articles of association, (ii) any material statute,

- rule or regulation applicable to Company or (iii) any material indenture or contract to which 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 Company.
- (c) The performance and consummation of the transactions contemplated by these Terms do not and will not (i) violate any material judgment, statute, rule or regulation applicable to Company, (ii) result in the acceleration of any material indenture or contract to which Company is a party or by which it is bound, or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to Company, its business or operations.
 - (d) No consents or approvals are required in connection with the performance of these Terms, other than (i) Company's corporate approvals, (ii) any qualifications or filings under applicable laws, and (iii) necessary corporate approvals for the authorization of a Token Sale.
 - (e) To its knowledge, 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 any conflict with, or infringement of the rights of, others.

15. Your Representations and Warranties. You represent and warrant that:

- (a) You have sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
- (b) You have read and understand the terms and conditions of these Terms (including all Exhibits which are part of these Terms);
- (c) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;
- (d) You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase the Tokens;
- (e) You understand that the Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

- (f) You are purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with Company and the Ecosystem. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
- (g) YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM AS PROVIDED IN SECTION 10 ABOVE AND AS FURTHER DESCRIBED IN EXHIBIT D;
- (h) Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens 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 (which you agree to obtain);
- (i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- (j) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- (k) You are not (i) a resident of a geographic area in which access to or use of the Services or the purchase or acquisition of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, including without limitation you are not a resident of, or located in, United States of America, Canada, or other sovereign country sanctions or embargoes such as Afghanistan, Belarus, Bosnia and Herzegovina, Central African Republic, Crimea, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea, Egypt, Eritrea, Ethiopia, Guinea-Bissau, Hong Kong SAR, Iran, Iraq, Libya, Lebanon, New Zealand, People's Republic of China, Somalia, South Sudan, Sudan, Syria, Sri Lanka, Tunisia, Uganda, Vanuatu, and Yemen, or (ii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Services;
- (l) You acknowledge that the IP addresses of the above-mentioned countries are blocked to prevent the participation in the token sale and the use of a VPN is considered an illegal action and will be reported to the competent authorities.

- (m) You are over eighteen (18) years of age.
- (n) If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

16. Indemnification.

- (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of Tokens, (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.
- (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 16(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

17. Disclaimers.

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY COMPANY, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- (b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 16 may not apply to you.

18. Limitation of Liability.

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (i) IN NO EVENT WILL COMPANY OR ANY OF COMPANY PARTIES BE LIABLE FOR

ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAID TO COMPANY FOR THE TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 18(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 17 may not apply to you.

19. **Release.** To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

20. **Dispute Resolution.** Any dispute, controversy or claim arising in any way out of or in connection with this contract (including, without limitation: (1) any contractual, pre-contractual or non-contractual rights, obligations or liabilities; and (2) any issue as to the existence, validity or termination of this contract) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference to this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of arbitration shall be English.

21. **Governing Law and Jurisdiction.** This contract shall be governed by and construed in all respects in accordance with the laws of Singapore. Without prejudice to the dispute resolution process set out above, you irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or are in connection with this contract and that, accordingly, any legal action or proceedings arising out of or in connection with this contract (the “Proceedings”) may be brought in those courts and the you irrevocably: (1) submit to the jurisdiction of the Singapore courts; (2) waive any objection which you may have to the laying of the venue of those Proceedings in the Singapore courts; and (3) waive any claim that any such Proceedings have been brought in an inconvenient forum.
22. **Severability.** If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.
23. **Disruption Event.** In the event of a Disruption Event, Company shall have the right to suspend the Crowdsale for up to forty eight (48) hours. If Company elects to suspend the Crowdsale, Company will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Crowdsale, Company will announce the resumption at least four (4) hours in advance. A “Disruption Event” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum network, and such disruption has a material adverse effect on the processing time for Ethereum network transactions, or (ii) a drop in the price of ETH of 20% or more in any twenty four (24) hour period.

24. Miscellaneous.

- (a) Any provision of these Terms may be amended, waived or modified only upon the written consent of Company and the holders of a majority of the Sale Tokens purchased and paid for during the Crowdsale at the time of such amendment, waiver or modification.
- (b) Any notice required or permitted by these Terms will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page.
- (c) Neither these 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; provided, however, that these Terms and/or the rights contained herein may be assigned without Company’s consent by you to any other entity who directly or indirectly, controls, is controlled by or is under common control with you, including, without limitation, any of your general partners, managing members, officers or directors, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, you; and provided, further, that Company may assign these Terms in whole, without your consent, in connection with a reincorporation to change Company’s domicile.

EXHIBIT A

Creation and Allocation of Tokens

1. Sale Tokens. 75 million Tokens (the “**Sale Tokens**”) are allocated for sale in the Crowdsale, the Pre-Sale, and the Private-Sale. See Exhibit B.

- (a) 10 million Sale Tokens are made available in the Private-Sale prior to the Pre-Sale.
- (b) The unsold Sale Tokens during the Private-Sale, are available for sale in the Pre-Sale; all 75 million Sale Tokens are made available in the Pre-Sale.
- (c) The unsold Sale Tokens during the Pre-Sale, are available for sale in the Crowdsale.
- (d) If the total Sales Tokens sold are less than 8.25 million, all purchases except Private-Sale will be marked for refund. Anyone who purchased Sales Tokens at Pre-Sale and Crowdsale, will be able to withdraw their contribution from the sale contract.
- (e) Any Sale Tokens that remain unsold after the Crowdsale will be distributed proportionally to all contributors, provided that the minimum goal has been reached.
- (f) Company reserves the rights to terminate the Crowdsale at any time, most likely after Company has raised the aggregate equivalent of USD\$25,000,000.00 in ETH at current price from <https://etherscan.io>.

2. Team Reserve. 10 million Tokens will be allocated to Company (the “**Team Reserve**”), for its use as follows:

- (a) All 10 million of the Team Reserve will be locked for one (1) year from the Crowdsale End Date.
- (b) Once unlocked, Company reserves the right to distribute the Team Reserve to founders and team at its sole discretion.

3. Collateralization Reserve. 5 million Tokens will be reserved for the unplanned compensation of losses incurred by lenders in the case of default when all other cascading credit enhancements failed.

4. Incentivization Supply. 10 million Tokens will be used to promote adoption of the Ecosystem via rewards and other incentives for participants (the “**Incentivization Supply**”), as follows:

- (a) All 10 million of the Incentivization Supply will be immediately available for use by Company.
- (b) Some of the ways in which Company anticipates using the Incentivization Supply may include:

- Support of third parties that support expansion and promote adoption of the Ecosystem.
- Distribution to users to promote and incentivize use and adoption of the Ecosystem by users.
- Distribution of test Tokens that will support expansion of the Ecosystem.
- Support of marketing and strategic partners who market and promote the Tokens and the Ecosystem.
- Reward to service providers for early adoption of the Ecosystem.
- Reward to advisors for advises on the Ecosystem.

(c) Company will not sell Incentivization Supply Tokens to users or to other third parties except for promotional or marketing purposes.

EXHIBIT C

Description of Company, Ecosystem, and Tokens

The Company, a company with limited liability incorporated in Singapore cofounded by CEO Nelson Lin, CMO Conrad Lin, and a team of developers at Robocoder Corporation, seeks to bring a new business model to fintech, by creating a trustless world of financing with blockchain technology. The leadership of the Company has extensive experience in fintech innovation.

The technology the Company is developing seeks to match borrowers to investors base on the preset parameters configured by the investors. When a deal is struck, a fully customized and simplified smart contract will be generated and deployed to become a self-serve administration engine for the parties. The technology under development seeks to provide fintech services and capabilities that leverage the trustless computing paradigm. Certain components of the technology have already been developed and open-sourced by Robocoder Corporation, which is a founder of the Company.

The Company expects that the technology, once fully developed, will work as follows: the technology will enable an intuitive user interface to allow borrowers to select and configure its financing needs, which allows the Company's no-code platform to generate fully-customized and simplified smart contract for legal and administration purposes; creating an Ecosystem among global borrowers and investors.

The Company will develop the Ecosystem and introduce the utility Token as the sole method of payment in the Ecosystem. The Company will be paid in Tokens for its services in maintaining the Ecosystem based upon a per-transaction fee. Because there will be a finite number of Tokens in existence, it is anticipated that participants in the Ecosystem may purchase Tokens from the Company from time to time that it has acquired in return for maintaining the Ecosystem. The Ecosystem and Token are intended to enable the business model for integrity validation and attestation of transactions real time, and the Tokens will be used by the borrowers and investors to assert that a transaction was sent by a person, not a robot.

When the technology is adopted by service providers, service providers will be able to offer advices, in return for a payment by borrowers or investors in the form of the Token. The Company anticipates the Ecosystem will develop such that the Company and third-party service providers will utilize it to offer their products and services to Ecosystem participants in exchange for Tokens and, as a result, the utility of the Tokens may grow over time to the extent that more participants and services are added to the Ecosystem.

When created, the Tokens will be based on the Ethereum protocol and conform to the ERC-20 standard. Prior to the Crowdsale, the Company intends to create and deploy an Ethereum-based smart contract, which creates and maintains a ledger that maps Ethereum addresses to Token balances and implements this ERC-20 standard.

For further information on the Ecosystem, the Services, and the Company, see the Whitepaper available at fintrux.com. Information in the Whitepaper and on the Company's website are of a descriptive nature only, and do not, unless explicitly incorporated herein, form part of these Terms.

EXHIBIT D

Certain Risks Relating to Purchase, Sale, and Use of Tokens

***Important Note:** As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit D is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit D, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.*

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

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

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 Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of you Tokens. Additionally, your failure to follow precisely the procedures set forth for buying and receiving Tokens, including, for instance, if you provide the wrong address for the Token Receipt Address, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol

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

3. Risks Associated with Trusted Execution

The Trusted Execution Environment is delivered by third party organizations as part of their chip designs. These systems are not verified by Company and could represent a risk that the trusted execution capabilities may have material weakness that could be exploited by third parties. The result is systems relying on the assertions by the Trusted Execution Environment and the trusted application might be rendered ineffective.

4. Risk of Mining Attacks

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

5. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Tokens 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 Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Tokens, including the utility of the Tokens for obtaining Services.

6. Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Ecosystem, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you own. Even if secondary trading of Tokens 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 Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

7. Risk of Uninsured Losses

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

8. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the Tokens. 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 Ecosystem and the Tokens. Regulatory actions could negatively impact the Ecosystem and the Tokens in various ways, including, for purposes of

illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens 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. 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.

9. Risks Arising from Taxation

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

10. Risk of Competing Ecosystems

It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Tokens, including the utility of the Tokens for obtaining Services.

11. Risk of Insufficient Interest in the Ecosystem or Distributed Applications

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

12. Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although Company intends for the Tokens and Ecosystem to function as described in Exhibit C, and intends to take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of the Tokens or Ecosystem for any number of legitimate reasons. Moreover, Company has no control over how other participants will use the Ecosystem, what products or services will be offered through the Ecosystem by third parties, or how third-party products and services will utilize Tokens (if at all). This could create the risk that the Tokens or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite Company's good faith efforts to develop and participate in the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

13. Risk of an Unfavorable Fluctuation of ETH Value

If the value of ETH fluctuates unfavorably during or after the Pre-Sale or the Crowdsale, the Company team may not be able to fund development, or may not be able to develop or maintain the Ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH, including another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

14. Risk of Dissolution of the Company or Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.

15. Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company's products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Ecosystem, to create and sell more Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any Tokens you own, including their utility for obtaining Services.

16. Risks Arising from the Fintech Market

The fintech industry, and by extension the Ecosystem, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Ecosystem could be enacted, which could impact the utility of the Tokens in the Ecosystem.

Additionally, the Ecosystem participants are subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Ecosystem and the Tokens, including the Tokens' utility for obtaining Services.

17. Operational Risks

The Company is a young company and the growth of the team and its capabilities may take longer than expected to result in the intended usefulness for the Tokens. The Tokens are just one product in a highly competitive market of secure computing and broad adoption by other users and developments by technology partners may take longer than expected. The usefulness of the Tokens depends on the extent of widespread adoption of the offered technology by the fintech marketplace.

18. Risk of Change in Technology

The Company is creating the Tokens and the underlying technology based on today's technologies and needs and the Company's anticipation of future fintech needs. It is possible that the Tokens will not function as intended in the kinds of ecosystems that form, or that technologies could change in ways that make the Tokens less useful than intended. The Company is focused on the Tokens being agile and responsive to changing technological conditions, but across the global market new competitors may emerge unexpectedly and displace the Tokens from being a relied-upon technology with users that will agree to the compensation and other elements that are planned.

19. Technology Risks

The Tokens are intended to represent a revolutionary new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. The Tokens are dependent on partners that provide technology in both the blockchain and trusted computing market. These partners are growing companies and may face their own challenges that cause them to alter their plans materially impacting the Token plans and products. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete and no assurance can be provided of such completion.

20. Unanticipated Risks

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