

Terms and Conditions

BY CLICKING ON THE WEBSITE YOU ACCEPT THESE TERMS AND CONDITIONS AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FOLLOWING SALIENT POINTS:

- **YOU UNDERSTAND AND AGREE THAT TOKENS ARE NOT INTENDED TO CONSTITUTE A DIGITAL CURRENCY, COMMODITY, SECURITY, FINANCIAL INSTRUMENT OR ANY OTHER FORM OF INVESTMENT IN ANY JURISDICTION. THE TERMS, THE WHITEPAPER, AND ALL OTHER DOCUMENTS LINKED TO THE TOTAL TOKEN SALE EVENT, THE ACQUISITION, HOLDING AND/OR USE OF TOKENS (“DOCUMENTS INCORPORATED BY REFERENCE”) DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT AND ARE NOT A SOLICITATION FOR INVESTMENT AND DO NOT CONSTITUTE AN OFFER OF SECURITIES TO THE PUBLIC OR A COLLECTIVE INVESTMENT SCHEME. MALTA LAW DOES NOT, AND DOES NOT REQUIRE, THE PRIOR APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE OF TOKENS OR OF THE DOCUMENTS INCORPORATED BY REFERENCE AND THEREFORE SUCH DOCUMENTS INCORPORATED BY REFERENCE HAVE NOT BEEN FILED WITH OR APPROVED BY ANY MALTA GOVERNMENT OR OTHER AUTHORITY.**
- **YOU UNDERSTAND THAT, AFTER THE DATE OF THE ACCEPTANCE OF THESE TERMS, IF THERE ARE ANY REGULATORY ACTIONS, OR CHANGES TO LAW OR REGULATIONS IMPOSED WHICH ARE APPLICABLE IN RELATION TO PARTICIPATION TO THE TOTAL TOKEN SALE EVENT, THE ACQUISITION OF TOKENS, AND/OR THE HOLDING AND USE OF TOKEN AND/OR VIRTUAL CURRENCIES OR OTHER TOKENS: (A) THESE TERMS OR ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE MAY BE CHANGED SIGNIFICANTLY BY THE COMPANY TO ENSURE COMPLIANCE WITH SUCH REGULATORY REQUIREMENTS AND (B) THE COMPANY RETAINS THE RIGHT TO DO ALL THAT IS NECESSARY TO BE IN COMPLIANCE WITH SUCH REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CEASING OPERATIONS (IF NECESSARY).**
- **YOU UNDERSTAND AND AGREE THAT TO THE EXTENT THAT YOU ARE NOT A PROHIBITED PARTICIPANT, IT IS SOLELY UP TO YOU TO ENSURE THAT NO PRIOR OR SUBSEQUENT APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE IS NEEDED TO PARTICIPATE IN, ACQUIRE, HOLD AND/OR USE TOKENS AND THE SUN EXCHANGE PLATFORM. IF SUCH IS NEEDED, IT IS SOLELY UP TO YOU TO OBTAIN SUCH PRIOR OR SUBSEQUENT APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE OR ANY OTHER FORM FOR THE PARTICIPATION IN, ACQUISITION, HOLDING AND/OR USE OF TOKENS AND THE SUN EXCHANGE PLATFORM. AND ALL OF THIS IN THE COUNTRY WHERE YOU ARE A CITIZEN, NATIONAL, RESIDENT OR HAVING A SIMILAR CONNECTING FACTOR, OR INCORPORATED, REGISTERED OR EFFECTIVELY MANAGED, AND YOU UNDERSTAND THAT THE COMPANY SHALL NOT IN ANY WAY BE LIABLE FOR ANY NON-CONFORMITY OF THE ABOVE BY YOU.**

- **YOU UNDERSTAND AND AGREE THAT TOKENS CARRY NO RIGHTS, WHETHER EXPRESS OR IMPLIED, OTHER THAN THE RIGHT TO USE TOKEN ON THE SUN EXCHANGE PLATFORM.**
- **TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIVALENT RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION RELATING TO THE COMPANY. TOKENS DO NOT GIVE YOU ANY ENTITLEMENT TO ACQUIRE ANY SUCH INTEREST OR ENTITLEMENT IN RESPECT OF THE COMPANY.**
- **YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY SPECULATIVE INTENTION BY YOU OR FROM ANY THIRD PARTIES WHO ATTEMPT TO HOLD TOKEN FOR ANY OTHER REASON.**
- **YOU UNDERSTAND AND AGREE THAT TOKENS SHALL ONLY BE ACQUIRED FROM THE COMPANY BY MEANS OF THE TOTAL TOKEN SALE EVENT UNLESS OTHERWISE AGREED BY THE PARTIES. ANY TRADING OF TOKENS ON THE SECONDARY MARKET SHALL BE AT THE SOLE RISK AND RESPONSIBILITY OF THE PARTICIPANT. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DERIVED RISKS AND LOSSES FROM SUCH SECONDARY TRADING ON AN EXCHANGE OR THE SECONDARY MARKET BY THE PARTICIPANT.**
- **YOU HEREBY WARRANT THAT YOU ARE NOT A PROHIBITED PARTICIPANT AS DEFINED IN THESE TERMS AND YOU UNDERSTAND AND AGREE THAT TOKENS ARE NOT AVAILABLE TO PROHIBITED PARTICIPANTS. THE COMPANY RETAINS THE RIGHT NOT TO ALLOW THE USE OF THE SUN EXCHANGE PLATFORM TO ANY PROHIBITED PARTICIPANTS.**
- **YOU HEREBY CONSENT TO THE COLLECTION AND PROCESSING OF ANY PERSONAL DATA BY THE COMPANY ACCORDING TO THE GENERAL DATA PROTECTION REGULATION ('GDPR'), THE DATA PROTECTION ACT, CAP. 440 OF THE LAWS OF MALTA ('DPA') AND PROCESSING OF PERSONAL DATA (ELECTRONIC COMMUNICATION SECTOR) REGULATIONS, SL. 440.01 OF THE LAWS OF MALTA.**

Terms and Conditions of SUNEX Token

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

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Contents

Salient Points of SUNEX Token	1
Terms and Conditions of SUNEX Token	3
Definition and Interpretation	4
Scope	6
Acceptance of Terms	6
Risk Factors	6
Purpose and Use of Token	11
Use of The Sun Exchange Platform	11
Privacy and Confidentiality	11
Anti-Money Laundering	12
Taxation of Tokens	12
Limitation of Liability and Indemnity	12
Termination	13
Prohibited Participants & Other Limitations	13
Assignability and Transferability	13
Changes to the Terms	14
Severability	14
Entire Agreement	14
Governing Law and Dispute Resolution	14
Contact Details	15

PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY. THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS APPLICABLE TO THE PARTICIPATION IN THE TOTAL TOKEN SALE EVENT AND/OR THE ACQUISITION, HOLDING AND USE OF TOKENS

Definition and Interpretation

The following words and phrases, wherever used herein, shall have the following meaning:

Company	[The SUNEX Network Token Ltd], a Maltese company with registration number C86750 and having its registered office at [171, Old Bakery Street, Valletta, VLT 1455, Malta];
GDPR	General Data Protection Regulation i.e. Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general Protection Regulation);
Participant	any person (natural or juridical), who intends to contribute and/or participate in the reward based fundraising event and/or who intends to acquire, hold and/or use Token and utilises The Sun Exchange Platform;
Pre-Sale and Token Sale Agreement	the agreement between the Company and the Participants in relation to the Total Token Sale Event;
Prohibited Participant	(i) a natural person wishing to become a Participant and being a citizen, national, resident or having a similar connecting factor to; or (ii) a juridical person wishing to become a Participant and being incorporated, registered or effectively managed and controlled from or in: a country, jurisdiction or territory where where the Total Token Sale Event, if applicable, or the holding and use of Tokens and/or virtual currencies or other tokens at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A., China, Singapore or any other jurisdictions where the aforementioned are prohibited. This shall include any person representing or acting on behalf of such restricted Prohibited Participant/s in any manner or capacity whether openly or covertly;

With respect to U.S. Persons, tokens are eligible for purchase only by Accredited Investors. The offering and sale of SUNEX tokens is done under the terms of Rule 506(c) of Regulation D of

the Securities Act in the United States of America. U.S. Persons purchasing SUNEX will be unable to sell or transfer the tokens for one year following purchase.

Project	the Project being the reason behind the Total Token Sale Event, with the aim of increasing the utility of The Sun Exchange Platform for its users, for which Token shall be utilized and as explained in the Whitepaper and/or Website;
Terms	the terms and conditions governing the acquisition, holding or use of Tokens at any moment in time, as stated herein, which may be updated from time to time;
Token (s)	a utility cryptographic decentralized token named SUNEX Network Token with symbol SUNEX based on the Ethereum protocol (ERC20 token) intended primarily for the use of, access or participation to The Sun Exchange Platform as outlined in the Whitepaper and/or Website.
Total Token Sale Event	the reward-based fundraising event carried out by the Company in terms of its Whitepaper;
Wallet	a private key, or a combination of private keys linked to an Ethereum-based digital wallet having a unique address and capable of accepting ERC20 tokens including the Token and which is necessary to acquire, hold and dispose of Tokens;
Website	shall include any of the website linked to the domain https://tse.thesunexchange.com/ and all subdomains of such website or any other website as indicated by the Company from time to time;
Documents Incorporated / By Reference	all documents, annexes and other relevant information regulating the initial minting, allocation and distribution of Tokens and/or the use of Tokens including but not limited to the Whitepaper, the Pre-Sale and Token Sale Agreement, the Terms, and all related information made available by the Company on the Website or elsewhere from time to time, and to the extent applicable;
The Sun Exchange Platform	a software platform utilizing blockchain technology and smart contracts for the purpose of the Project and in connection with the Tokens are utilised;
Whitepaper	the initial indicative document prepared and issued by the Company, utilised to explain The Sun Exchange Platform, the Project and the use of Token to Participants.

The reference to the terms “*country*”, “*jurisdiction*” and “*territory*” may be used interchangeably within the Terms and shall have the same meaning and shall also be taken to include any determinate geographic location to the extent applicable in the Terms.

The reference to the term “*holding*” used within the Terms with respect to the holding of Token shall be construed to include holding in any manner including but not limited to ‘ownership’ and ‘possession’, whether in the Participant’s own name or on behalf of others.

The term “*use*” with respect to the use of Tokens shall be construed to include ‘trade’, ‘barter’, ‘exchange’ or ‘utilizing’ of Tokens in any other manner, whether in the Participant’s own name or on behalf of others.

The term “*Wallet*” shall be construed to include ‘address’ and ‘digital vault’ or other storage mechanism and these terms may be used interchangeably within the Terms.

The terms “*you*” “*your*” “*he*”, “*contributor*” and “*participant*” may be used interchangeably within the Terms and shall have the same meaning as the definition of Participant above.

The headings in the Terms are inserted for convenience only and shall not affect its construction.

Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

Scope

The Terms shall constitute an agreement between the Participant and the Company and shall govern the participation in the Total Token Sale Event, the acquisition, holding or use of Tokens, as updated from time to time, to the extent not covered by any of the other Documents Incorporated By Reference.

The Company is the issuer of Tokens which shall be utilised on The Sun Exchange Platform. Information on Token and The Sun Exchange Platform may be found in the Documents Incorporated By Reference including the Website as updated by the Company from time to time or in any other way.

The Participant and the Company shall each hereinafter be referred to as the “Party” and collectively as the “Parties”.

Acceptance of Terms

By accepting the Pre-Sale and Token Sale Agreement, these Terms and other documents made via the Website, participating in the Total Token Sale Event and/or holding and/or using Tokens and/or The Sun Exchange Platform at any moment in time, the Participant confirms that he has read, understood, agreed and accepts to be bound by these Terms, which shall immediately be effective and binding on and between the Parties. Should the Participant not agree to the Terms, the Participant shall not be authorised to use the Tokens and The Sun Exchange Platform.

The Participant understands and agrees that the Terms can be changed for any other reason by the Company (as noted elsewhere in these Terms) and it is up to the Participant to ensure that he is aware of the latest terms as available on the Website or via any other means.

The Participant hereby represent and warrant that, to the extent permitted by law, he is authorised to participate in the Total Token Sale Event, to acquire, to hold and/or use Tokens in his country, that he is of a legal age to be bound by these Terms and that he has all necessary power and authority to enter into the Terms.

The Participant hereby represent and warrants that, if he is a U.S. Person, that he is also an Accredited Investor, and that he will not sell or otherwise transfer ownership of any SUNEX for 1 year following token purchase.

The Participant hereby further represents and warrants that he is a Sophisticated Investor, Accredited Investor, Elective Professional Client, or other similar designation applicable to his country and jurisdiction. He represents and warrants that understands the usage and intricacies of cryptographic tokens, smart contract functionality, token storage mechanisms (including wallets) and has sufficient understanding of technical, financial and business matters, and he appreciates and assumes the risks and implications of holding and using similar tokens. If you have questions regarding designations, you may contact the Company or via email (enquiries@thesunexchange.com).

Risk Factors

Participation to the Total Token Sale Event and/or the acquisition and/or use of Tokens as well as the use of The Sun Exchange Platform at any moment in time, carries with it a number of risks. The Participant should carefully weigh all the risks and possible costs, including the non-exhaustive list of risks described in the Terms.

The following is a non-exhaustive disclosure of principal risk factors which are considered to be material by the Company in connection with the Total Token Sale Event, and the acquisition, holding and/or use of Tokens as well as the use of The Sun Exchange Platform. Participants should consider these risk factors alongside all other information provided in the Terms and are advised to consult with their own professional advisers (including their financial, accounting, legal, tax, technical or other advisers and experts) before deciding to obtain Token. In addition, Participants should be aware that the risks described herein may combine and thus intensify one another.

The Company believes that the following risk factors may even affect its own business, as well as the external valuation of Tokens (which external valuation is beyond the scope and purpose of the reason behind The Sun Exchange Platform and the Company's Business). Most of these risk factors are contingencies which may or may not occur and the Company is not in a position to predict the likelihood of such contingency occurring.

The Participant hereby understands and agrees that Tokens are merely pre-payment tokens linked to the use of The Sun Exchange Platform and the Project as explained in the Documents Incorporated By Reference. As noted elsewhere in the Terms, Tokens are not being structured or sold as a digital currency, commodity, security, financial instrument or any other form of investment in any jurisdiction. Accordingly, none of the information presented in the Documents Incorporated By Reference is intended to form the basis for any investment decision, and no specific recommendations are intended.

By participating to the Total Token Sale Event, acquiring, holding and/or using Token, the Participant expressly acknowledges and assumes the following risks:

General Suitability of token acquisition

The acquisition of Tokens from the Company is only suitable for financially sophisticated persons such as Accredited Investors, Sophisticated Investors, Elective Professional Clients, and other similar designations, who are capable of evaluating the merits and risks of such an acquisition, or other persons who have been professionally advised with regard to token acquisition and who have sufficient financial resources to be able to bear any losses that may arise therefrom (which may be equal to the whole amount spent in connection with the token acquisition). Such an acquisition should not be seen as an investment or a financial asset.

Risk of losing access to Tokens due to loss of Private key/s, Custodial Error or Participant Error

A Wallet is necessary to acquire, hold and dispose of Tokens. The Participant hereby understands that he is responsible for setting up the Wallet with a third-party provider to hold Tokens and he is responsible for implementing reasonable measures for securing the Wallet. Accordingly, loss of requisite private key/s associated with the Wallet holding Tokens will result in loss of such Tokens and any other cryptocurrencies and/or tokens held within. Moreover, any third party that gains access to such private key/s, including by gaining access to login credentials of the Wallet that the Participant uses, may be able to misappropriate the Participant's Tokens. Any errors or malfunctions caused by or otherwise related to the Wallet that the Participant chooses to receive and hold Token including the Participant's own failure to properly maintain or use such wallet or caused as a result of the choice of third party provider for the Wallet, may also result in the loss of Tokens. Additionally, the Participant's failure to follow precisely the procedures set forth in the Terms for acquiring and receiving Token including but not limited to, the provision of the wrong Wallet address for receiving Token may also result in the loss of his Token.

Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, (ERC20 tokens) 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 Sun Exchange Platform and/or Tokens, including but not limited to, accurate execution and recording of transactions involving Tokens.

Risk of Hacking and Security weakness

Hackers or other groups or organisations may attempt to interfere with Tokens in a number of ways, including, but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, and any such similar events which could have an impact on Tokens, The Sun Exchange Platform and the.

Risk of Security weakness in the Smart Contract, Website and Token Source Code or any associates software and/or Infrastructure

There is a risk that the Smart Contract, Website, The Sun Exchange Platform and Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Tokens; the source code of the Website is open and could be updated, amended, altered or modified from time to time. The Company is unable to foresee or guarantee the precise result of an update, amendment, alteration or modification. As a result, any update, amendment, alteration or

modification could lead to an unexpected or unintended outcome that adversely affects the Tokens and/or the Website. As a result, Tokens may be lost.

Risk of no Listing or low/no Liquidity

Tokens are intended to be used solely for The Sun Exchange Platform and the Company will not support or otherwise facilitate any secondary trading on an exchange or the secondary market or the external valuation of Tokens, which are all beyond the scope and purpose of The Sun Exchange Platform. This restricts the contemplated intended use of Tokens only to The Sun Exchange Platform and could therefore create illiquidity risk with respect to Token that the Participant owns. Even though there are currently online services available which enable exchange of cryptographic tokens with other such tokens or even enable the exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees that Tokens will be made available for exchange with other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with regard to the capacity and/or volume of such exchange/s. It shall be explicitly cautioned that such exchange, if any, might be subject to poorly-understood regulatory oversight, and the Company does not give any warranties in regard to any exchange services providers. Users including the Participant, if applicable, might be exposed to fraud and failure affecting those exchanges. In any case, it is not the Company's aim to enable exchange of Tokens for other cryptographic tokens or for fiat currency and it shall therefore not commit to any endeavours to list Tokens on such exchanges or any secondary markets.

Risks of an eventual unfavourable fluctuation of ETH or Token value

The Sun Exchange Platform is intended to be financially self-sufficient and the Company commits to have no specific interest in the market value of Tokens. Nevertheless, if the value of BTC, ETH and/or Tokens fluctuates, the Company may not be able to fund development to the extent necessary, or may not be able to develop or maintain The Sun Exchange Platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of BTC, ETH or Tokens 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.

Risk of Malfunction in the Ethereum Network or any other Blockchain and of Competing Platforms

It is possible that Tokens are interacting with malfunctions in an unfavourable way, including but not limited to one that results in the loss of Tokens or prevent their use on The Sun Exchange Platform. It is possible that alternative platforms could be established that utilise the same open source code and protocol underlying The Sun Exchange Platform and attempt to facilitate services that are materially similar to The Sun Exchange Platform. The Sun Exchange Platform may compete with these alternatives, which could negatively impact and The Sun Exchange Platform, including the utility of Tokens for use of The Sun Exchange Platform.

Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless the Participant specifically obtains private insurance to insure them. Thus, in the event of loss of Tokens or loss of Tokens' value, there is no public insurer, such as the Investor Compensation Scheme or private insurance arranged by the Company to offer recourse to the Participant.

Risk associated with uncertain Regulations and enforcement actions

The regulatory status of tokens in general, Initial Token or Coin Offerings, Total Token Sale Event and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including The Sun Exchange Platform and the Token. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement regulatory actions or changes to law and regulation affecting distributed ledger technology and its applications, including The Sun Exchange Platform and the Tokens. Regulatory actions or changes to law and regulation could negatively impact the Token and The Sun Exchange Platform in various ways, including, but not limited to, a determination that the acquisition, holding and use or disposal and transfer of Token constitutes a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the acquisition, contribution, sale and delivery thereof. The Company may cease operations or interrupt the Total Token Sale Event 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 or no longer viable to obtain the necessary regulatory approval/s to operate in such jurisdiction or to provide The Sun Exchange Platform.

Risk arising from Taxation

The tax characterization of Token is uncertain. The Participant must seek his own tax advice in connection with purchasing Token, which may result in adverse tax consequences to him, including withholding taxes, income taxes and tax reporting requirements.

Risk of insufficient interest in Token and The Sun Exchange Platform

It is possible that Token and The Sun Exchange Platform will no longer be used by a large number of individuals, companies and other entities or that there will be limited interest in the use of Token and The Sun Exchange Platform. Such a lack of use or interest could negatively impact the development of The Sun Exchange Platform and therefore the potential utility of Token.

Internet Transmission Risks

There are risks associated with using Token including, but not limited to, the failure of hardware, software, and Internet connections, or other technologies on which The Sun Exchange Platform or the use of Token relies. Such failures may result in disruptions in communication, errors, distortions or delays when using Token and The Sun Exchange Platform or the Website.

Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, a decrease in Token's utility, the failure of commercial relationships, or intellectual property ownership challenges, unfavourable market conditions and added compliance and regulatory obligations, the use of The Sun Exchange Platform may no longer be viable to be offered, or the Company or The Sun Exchange may need to cease trading and be dissolved and liquidated.

Risk arising from Lack of Governance Rights

Since Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Company, all decisions involving the Company will be made by Company at their sole discretion, including, but not limited to, decisions to transfer more Tokens for use, to sell or liquidate the Company. These decisions could adversely affect the utility of that the Participant holds.

Regulatory Risks and Market Risks

The Company and by operation of The Sun Exchange Platform, are subject to a variety of domestic and/or EU and international laws, regulation and directives, including those with respect to privacy and data protection, consumer protection, data security, and others. These laws, regulations and directives, and the interpretation or application of these laws, regulations and directives, could change. In addition, new laws, regulations or directives affecting the Company, The Sun Exchange Platform and Token could be enacted, which could impact the utility of Token and their use on The Sun Exchange Platform. Additionally, the Participants are subject to industry specific laws and regulations or licensing requirements. If any of the 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 Token and The Sun Exchange Platform, including the Token's utility on The Sun Exchange Platform. The Participant hereby accepts the risk that in some countries Token might be considered, now or in the future, a Security Token. In this case the Company gives no representations, warranties or guarantees that the Utility Tokens are not considered to be Security Tokens in all countries. The Participant hereby accepts to be solely responsible of the legal, financial and any other risks connected to Token as a security in his country and to be the only responsible to check if the holding, using and the disposal of Token is legal in your country.

Also, changes in laws, regulations and directives governing the Company's operations may adversely affect their business and consequently The Sun Exchange Platform. Any change in the Company's tax status, or in taxation legislation in Malta or elsewhere, could affect the value of its financial holdings, its business and the Company's ability to achieve its business objective and continual commitment to the development of The Sun Exchange Platform.

Other Inherent Risks

The Participant understands and accepts the inherent risks associated with Tokens, to the extent not covered elsewhere in the Terms, including, but not limited to, risks associated with (a) money laundering; (b) fraud; (c) exploitation for illegal purposes; and (d) any other unanticipated risks.

Unanticipated Risks

Cryptographic tokens such as the Tokens as well as blockchain are a new and untested technology. In addition to the risks included in the Documents Incorporated By Reference there are other risks associated with the Participant's acquisition, holding and use of Tokens, including some that the Company cannot or may not anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in the Documents Incorporated By Reference.

The Participant hereby represents and warrants that he will take sole responsibility for any restrictions and risks associated with the holding or use of Token. If any of the risks, mentioned in the Terms are unacceptable or the Participant is not in the position to understand, the Participant should not acquire, hold or use Token.

Purpose and Use of Token

Token is intended solely to be used on The Sun Exchange Platform. The Participant can utilise Token solely on The Sun Exchange Platform.

As already stated in the Terms, the intention of the Tokens is not to be transferred to third parties. However should the Participant transfer Tokens to other parties in any manner and under any title, the Participant shall be responsible to ensure that such transfer is in compliance with the applicable rules and regulation, and the Company shall not be held liable for any loss or damages than may occur. Participants that are U.S. Persons shall not transfer SUNEX tokens for a period of 1 year after purchase.

The Participant understands and accepts that the acquisition of Tokens is final and non-refundable and is limited to its use on The Sun Exchange Platform. The Participant acknowledges that he has no right to request a refund for any reason.

Use of The Sun Exchange Platform

Membership, benefits and the use of The Sun Exchange Platform are regulated by a separate set of Terms and Conditions that are available on The Sun Exchange Platform.

Privacy and Confidentiality

In line with its Privacy Policy and Terms of Service, the Company and The Sun Exchange group of companies value Participants' privacy by not requesting any information that is unnecessary for the acquisition, the holding and/or use of Tokens and/or for the use of The Sun Exchange Platform or to abide with obligations under applicable law. These entities commit themselves to do their utmost to ensure that its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates shall not disclose to any person, any non-public proprietary, documents or confidential information which we may have obtained as a result of the relationship between the Parties under the Terms except to the extent necessary further to any law, regulations, rules or agreements.

Nevertheless, the Company or The Sun Exchange group company shall be entitled, at any time, to request from the Participant information and/or documentation that, in its sole discretion, deems fit and necessary in order to comply with any applicable law or regulation in connection with the acquisition, holding and using of Tokens and the use of The Sun Exchange Platform. The Participant agrees to provide such information promptly upon request, and he acknowledges that the Company or The Sun Exchange group company may not allocate the Tokens, and/or provide access to The Sun Exchange Platform until the Participant provides such requested information has determined that it is permissible under applicable law or regulation. The Company and The Sun Exchange reserve the right to require more due diligence documentation in compliance with any new or amended regulation which may come into force in the future.

Furthermore, the duty of confidentiality does not extend to communications in furtherance of an illegal purpose nor to documents or facts showing the commissions of a crime or fraud. Moreover the Company and The Sun Exchange are subject to the duty (without need to informing the Participant) to notify the police if they suspect that any property or money represents proceeds of corruption, drug trafficking or other consequences of any disclosure where they act in good faith in accordance with applicable law and

the Participant acknowledges that they are not bound by confidentiality obligations when the disclosure is necessary in their opinion to protect their own interest.

Anti-Money Laundering

The Company reserves the right to question the Participant and to request documentation necessary for Know Your Client purposes as well as proving the source of funds utilised to acquire Tokens prior to providing access to The Sun Exchange Platform. The Company also reserves the right, at its sole discretion, to terminate a Participant's use of Tokens on The Sun Exchange Platform and any other requested related or unrelated services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and Know Your Client regulation and procedures.

Taxation of Tokens

Further to the risks in relation to taxation as outlined in the Terms, the Participant bears the sole responsibility to determine and comply with any factual or potential tax liability, if any, resulting from the acquisition of, the holding, use or disposal of Tokens. The Company is not in any way and under no condition bound to compensate for his tax obligation or give any advice related to tax issues, including but not limited to what kind of filing or reporting he needs to do with the competent tax authority, which taxes and to which extent he is obliged to pay, which tax exemptions he is eligible to, or any other similar verifications and/or obligations.

Limitation of Liability and Indemnity

The Participant hereby understands and agrees, that entering into the Terms, acquiring, holding, receiving and using Tokens for any other reasons except for use on The Sun Exchange Platform may carry serious risks (as listed in the Terms) and losses and these risks and losses are irretrievably and fully accepted by the Participant.

The Company shall not be liable for any of the following losses, including but not limited to increased or additional costs, loss of profits, loss of revenue or income, trading losses, loss of opportunity, loss of bargain, loss of time, loss of data or consequential, incidental, special, indirect losses as may be incurred or suffered by the Participant for any reason including but not limited to as a consequence of the the non-exhaustive list of risks described in the Terms (even if such damages or losses are foreseeable or even if the Company has been advised of the possibility of such damages or losses).

The Participant further acknowledges and agrees that in no event shall the Company be liable for any damages, losses, diminution in value, charges, liabilities, claims (including claims of negligence, tort or quasi-tort or other breach), demands, actions, suits, proceedings, payments, judgments, settlements, awards, assessments, deficiencies, interest, penalties and costs and expenses (including reasonable attorneys' and consultants' fees and expenses) imposed on, sustained, incurred or suffered by, or asserted against the Company, directly or indirectly relating to or arising out of the Participant's participation in

the Total Token Sale Event, or any acquisition, holding or use of Tokens at any moment in time, or use of The Sun Exchange Platform, including but not limited to any breach by the Participant of these Terms or violation of any law, rule, or rights of a third party. The Participant agrees to indemnify the Company for any legal fees or other costs that are incurred by the Company or any other indemnified parties as a result of the Participant's actions.

Furthermore, Company shall not be responsible for any losses or damages arising in connection with:

- (a) force majeure events, including acts of God, earthquakes, storms, or other nature events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war;
- (b) any labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or smart - contract bugs or weaknesses, technological changes, changes in interest rates or other financial or monetary conditions;
- (c) reliance on any information contained in the Documents Incorporated By Reference, any error, omission or inaccuracy in any such information or any action resulting from such information.

For the purpose of this limitation of liability clause the “*Company*” shall be deemed to include any directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates.

Termination

The Company or a Sun Exchange group company may terminate or suspend the Participant's access to The Sun Exchange Platform without prior notice or liability for any reason whatsoever, including but not limited, if the Participant breaches the Terms. Nothing in these Terms or in any other communication or action by the Company or its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates should be construed as a waiver of any legal remedies available for any event causing termination.

All provisions of the Terms which by their nature should survive termination, shall survive termination, including but not limited to, limitations of obligations or liability and indemnity.

Prohibited Participants & Other Limitations

Tokens are not available to (i) any Prohibited Participants, as defined in the Terms, who are prohibited from acquiring, holding and using Token or any cryptocurrencies and/or tokens generally or (ii) to Participants in countries where any special or particular prior or subsequent approval, notification, registration or licence is needed without first obtaining such approval, notification, registration or licence and consequently would be excluded from being a party to the Terms, whether directly or indirectly.

These Terms shall only apply and Token shall only be usable in such countries where the use of Token as described in the Documents Incorporated By Reference is not prohibited by law or regulation.

Any potential Participant considering participating in acquiring, holding or using Token and the Token Platform is required to obtain information on whether he is a Prohibited Participant and, if applicable, to

inform themselves about, and to observe, any restrictions imposed upon them by any jurisdiction other than the laws of Malta.

Assignability and Transferability

The Company may at their own discretion, assign, transfer, license, subcontract or otherwise transfer or alienate in any other manner all or any part of its rights, benefits or obligations with regard to Token and the Token Platform under the Terms to any person without restriction.

Changes to the Terms

The Company may, in their sole discretion and for any reason, revise or make changes to the Terms from time to time and without prior notice by posting the revised version of the Terms on the Website and, if a revision to the Terms is material, the Company will make a notice of such on the Website or otherwise notify the Participant of the new Terms. The revised Terms will take effect immediately upon publication by the Company and revised terms will not apply retroactively. If the Participant does not agree to the modified terms, he should discontinue the holding and use of Token and The Sun Exchange Platform.

Severability

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

Entire Agreement

The Terms (and Documents Incorporated By Reference if applicable) constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

Governing Law and Dispute Resolution

By accepting the Terms, the Participant hereby agrees that the legal relationship between the Company and the Participant and the questions concerning the construction, validity, enforcement and interpretation of the Terms shall be governed by and construed in accordance with the law of Malta.

Any dispute, controversy or claim arising out of or relating to or concerning these Terms, or the breach, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Malta Arbitration Act, Chapter. 387 of the Laws of Malta and shall be regulated by the Arbitration Rules, in force from time to time, promulgated under the authority of the said Act. The Participant waives any right it may have to object to any action being brought in the forum, to claim that the action has been brought in an inappropriate forum, or to claim that the forum does not have jurisdiction.

Contact Details

If you have questions regarding the Tokens or The Sun Exchange Platform, you may contact the Company or via email (enquiries@thesunexchange.com).