

NEIRONIX 2.0.
TOKEN SALE AGREEMENT
[HTTPS://NEIRONIX.IO/TOKENSALE](https://neironix.io/tokensale)

Important information:

Please read this agreement carefully as it affects your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. As purchaser you understand and agree that by virtue of purchasing NAT Tokens you are subject to and bound by this agreement. Note that this agreement includes pre-dispute resolution clause in section 66, arbitration clause in section 67 and a class action waiver clause in section 68. If you have any questions regarding this agreement, please contact the company at support@neironix.io.

Purchasing NAT Tokens involves risks, and purchasers should be able to bear the loss of their entire purchase. All purchasers should make their own determination of whether or not to make any purchase, based on their own independent evaluation and analysis. Do not purchase NAT Tokens if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems. Prior to purchasing NAT Tokens, you should carefully consider the terms and conditions of this token sale and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms is unacceptable to you, you should not purchase NAT Tokens. By purchasing NAT Tokens, and to the extent permitted by law, you agree not to hold any of the company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors protocols, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of NAT Tokens, including losses associated with the terms set forth below.

Please note that the company is in the process of undertaking a legal and regulatory analysis of the functionality of NAT Token. Following the conclusion of this analysis, company may decide to amend the intended functionality of NAT Token in order to ensure compliance with any legal or regulatory requirements to which company is subject. We shall publish a notice on our website of any changes that we decide to make and/or modifications to the functionality of the NAT tokens and it is your responsibility to regularly check our website for any such notices. On the conclusion of this analysis, we will decide whether or not to change the functionality of NAT Tokens.

The Neironix platform does not accept any users from the countries or territories where its activity shall be especially licensed, accredited or regulated by other ways. You shall check your applicable law and be fully responsible for any negative impact arisen from your residence country regulations. If you are travelling to any of these countries, you acknowledge that our services may be unavailable and/or blocked in such countries. Neironix reserves the right to impose additional requirements or conditions before accepting purchasers residing in or from specific countries at its sole discretion. NAT Tokens sold in connection with this agreement are offered only outside of the United States of America (hereinafter the "U.S.") to non-U.S. persons, pursuant to the provisions of Regulation S of the U.S. Securities Act of 1933, as amended. These tokens have not been and will not be registered under the Securities Act, and may not be offered or sold in the U.S. or to U.S. persons. Purchasers should not assume they would be able to resell their tokens in the U.S. neither the Securities and Exchange Commission nor any state regulator has passed upon the merits of or given its approval to the tokens, the terms of the token sale, or the accuracy or completeness of any associated materials.

If you do not agree with this agreement and conditions, of Neironix Token sale you must not access or use the website or purchase NAT Tokens via the <https://neironix.io/tokensale> website.

Preamble:

The following terms and conditions of the Neironix Token sale agreement ("Agreement") govern your ("You" or the "Purchaser") purchase of cryptographic tokens ("NAT Tokens") from Neironix OU, a Company incorporated in Estonia at Tallin, Estonia, Roosinkrantsi 2-K408 ("We", "Us", "Neironix", or the "Company"). The Purchaser and the Company each are "Party" and, together, the "Parties" to this Agreement agree as follows:

ACCEPTANCE & CHANGES TO THIS AGREEMENT

1. Subject to the neironix.io Website Terms of Use, neironix.io Privacy Policy, Platform's

AML/KYC Policy and this Agreement, the Company agrees to sell to you and you agree to purchase from Company a specific number of NAT Tokens at the price under section 28 of this Agreement.

2. By the fact of purchase of NAT Tokens from the Company and confirmation of acceptance of this Agreement and/or by clicking on the checkbox “I agree” at the website neuronix.io as such actions are a symbol of your signature, you confirm that you have read this Agreement carefully and in its entirety and understand that **YOU ARE CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT AND ANY TERMS OR AGREEMENT INCORPORATED BY REFERENCE AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.** You may withdraw from your obligations under this Agreement under the conditions in sections 35, 36, and 37 of this Agreement or assign your rights and obligations under this Agreement under the conditions in section 38.
3. Unless otherwise stated herein, this Agreement governs only your acquisition of NAT Tokens from Neironix during the Sale Period. Any use of NAT Tokens in connection with providing or receiving Services in the Platform shall be governed primarily by other applicable agreements and policies. The Company may use third party services to process the Token Sale and any rules applicable by third party described in this Agreement to such processing of NAT Tokens should also be applicable in addition to this Agreement.
4. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text “I agree” at the Website, which shall be published on the Website in such case. No waiver of any provision in this 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 this Agreement will not in any way affect, limit, or waive a party’s rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
5. You acknowledge and accept that this Agreement may be modified, changed, supplemented, updated at any time without prior written notice, at the sole discretion of Neironix. Your continued use of the NAT Tokens after any amendments or alterations of this Agreement shall constitute your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of this Agreement. If the you do not agree to such revised terms of the Agreement you must stop using this NAT Tokens and may withdraw from your obligations under this Agreement under the conditions in sections 35, 36, and 37 of this Agreement or assign your rights and obligations under this Agreement under the conditions in section 38.

INTERPRETATION

6. In this Agreement unless the opposite is clear from the context the following rules of interpretation apply:
 - a. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - b. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
 - c. References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule;
 - d. A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
 - e. All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
 - f. The term 'including' does not exclude anything not listed;
 - g. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- h. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - i. A reference to writing or written includes fax and e-mail.
 - j. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - k. Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.
 - l. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement.
7. The following definitions and rules of interpretation apply in this Agreement:

“Agreement”	Terms and Conditions of this Agreement and any other rules, policies or procedures that may be issued by the Company and published from time to time on the Website (including the Accompanying Documents).
“Purchaser” or “You”	A party to this Agreement, which is any person, who uses the Website for the purchase of NAT Tokens via an account on the Website. The Company reserves its right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain NAT Tokens Purchasers.
“NEIRONIX” or “Company”, “We”, Us”	Neironix OU, a Company incorporated in Estonia at Tallin, Estonia, Roosinkrantsi 2-K408, which issues and offer NAT Tokens for sale under this Agreement.
“Accompanying Documents”	Other NAT Tokens Sale regulatory documents accompanying and detailing this Agreement, being inalienable part hereof and published on the Website (including but not limited to Privacy Policy, Terms of Use, AML/KYC policy). In case of any discrepancies between Accompanying Documents and the Agreement, the latter shall apply. Materials, such as the White Paper and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only and cannot be considered as any type of Accompanying documents.
“Affiliate”	Any person or entity that has any relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company.
“Applicable Law”	Law applicable under this Agreement to any and all relations between the Purchaser and the Company.
“Politically exposed person” or “PEP”	Foreign PEPs: individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. Domestic PEPs: individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.
“Third party”	Any natural or legal person who is not a Party according to this Agreement

“Applicable Exchange Rate”	The volume-weighted average price of TRON (TRX) or Bitcoin (BTC) in U.S. Dollars (USD) at Coinmarketcap (available in the Internet via https://coinmarketcap.com) at the Effective Date in this Agreement.
“NEIRONIX Platform” or “Platform”	A digital platform operated by Neironix OU, a Company incorporated in Estonia at Tallin, Estonia, Roosinkrantsi 2-K408, designated as blockchain payment system that shares its profit among all participants.
“Cryptocurrency”	Digital cryptographic representation of assets, represented by TRON (TRX), Bitcoin (BTC) accepted during the Token Sale by the Company under the section 27 of this Agreement used by Purchasers for acquisition of NAT Tokens.
“Intellectual Property Rights”	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Company in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
“NAT Token” or “Token”	Digital cryptographic token, which is a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange it for services on the Platform and which give the Purchaser access to certain features on the Platform.
“NEIRONIX Token Sale”	An offering, public sale and distribution of NAT Tokens to eligible Purchasers held during a limited period of time specified in section 27 of this Agreement.
“Smart Contract” or “Smart Contract System”	Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of NAT Tokens by Purchaser.
“Website”	A group of interrelated websites owned and operated Neironix OU, a Company incorporated in Estonia at Tallin, Estonia, Roosinkrantsi 2-K408, available in the Internet via address: neironix.io and special application based on blockchain technology.

8. Certain statements in this Agreement and informational documents of the Company constitute “forward-looking information” under applicable laws. Except for statements of historical fact, information contained herein may constitute forward-looking statements. When used in this Agreement, the words “may,” “will,” “should,” “project,” “anticipate,” “believe,” “estimate”, “intend,” “expect,” “continue,” and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Forward-looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance on Company’s obligations, market projections and financial results in future periods to differ materially from any projections of future performance or result expressed or

implied by such forward looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

9. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text “I agree” on the Website or Platform, which shall be published on the Website or Platform in such case. No waiver of any provision in this 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 this Agreement will not in any way affect, limit, or waive a Party’s rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

ELIGIBLE PURCHASERS

10. By purchasing NAT Tokens each Purchaser covenants, represents, and warrants that (under the Applicable Law and law of the country of Purchaser’s residence):
 - a. he/she/it is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the NEIRONIX and in doing so will not violate any other agreement to which he/she/it is a party;
 - b. he/she/it has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;
 - c. if he/she/it is a corporation or other legal entity, he/she/it has the right, power and authority to enter into this Agreement on behalf of the corporation or other legal entity and bind them to this Agreement;
 - d. Is not a foreign or domestic PEP.
 - e. he/she/it will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - f. Purchaser created an Account on the Website and accepted NEIRONIX Terms of Use, NEIRONIX Privacy Policy and NEIRONIX AML/KYC Policy.
11. Purchaser is only allowed to purchase NAT Tokens if and by buying NAT Tokens he/she/it covenant, represent, and warrant that he/she/it is neither a citizen, resident nor tax resident of the United States of America (hereinafter referred to as the “U.S.” or U.S. Person under definition of Rule 902 of the U.S. Securities Act of 1933), People's Republic of China (hereinafter referred to as “PRC”), Canada, Ireland, Estonia, New Zealand, Iceland, Thailand, Afghanistan, Burundi, Balkan, Burma (Myanmar), Cote d’Ivoire, Cuba, Democratic Republic of Congo, Democratic Peoples’ Republic of Korea, Iran, Iraq, Liberia, Lebanon, Libya, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tanzania, Uganda, Zaire, Zimbabwe and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf) or countries where cryptocurrency is prohibited;
12. NEIRONIX prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly:
 - a. in contravention of any national or international laws and regulations, including anti-money laundering regulations or conventions;
 - b. on behalf of terrorists or terrorist organizations;
 - c. for a PEP or any member of a PEP’s family or any close associate of a PEP, unless the Company, after being specifically notified in writing that the Purchaser is such a person, conducts further due

- diligence, and determines that such acquisition shall be permitted; or
- d. for a foreign shell bank .

DESCRIPTION OF NAT TOKENS

13. NAT Tokens are digital cryptographic token, which is a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange NAT Token for services on the Platform, and which give the Purchaser access to certain features on the Platform.
14. There will be in total 60000 000 NAT Tokens available (“Total NAT Tokens Number”). NEIRONIX shall not create additional NAT Tokens at any time after the initial token release.
15. NAT Tokens shall be distributed in the following manner:
 - 31,7% of NAT Tokens shall be distributed during the Token Sale,
 - 68,3% will be mined in the next 4 years.
16. NAT Tokens carries no rights, express or implied, other than those, set out herein, subject to NEIRONIX development of the project. In particular, NAT Tokens holders shall not have any influence in the development or governance of NEIRONIX, and NAT Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to NEIRONIX.
17. Purchaser acknowledge and accept that NAT Tokens do not represent or constitute:
 - a. any ownership right or stake, share, equity, security, commodity, debt instrument or any other financial instrument or investment carrying equivalent rights;
 - b. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Company and Platform;
 - c. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money).
18. Any potential future use of NAT Tokens in connection with the provision or receipt of services on NEIRONIX Platform, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of each such service or Platform. Such terms and conditions regulating the use of the Platform shall be made available to the Platform users.
19. NAT Tokens are not consumer products and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.
20. Purchaser is responsible for implementing all reasonable and appropriate measures for securing his/her/its cryptographic wallet, vault or other storage mechanism he/she/it use to send payment to Company and to receive and store NAT Tokens that are issued to him/her/it by the NEIRONIX smart contract, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser’s private key(s) or other access credentials are lost, he/she/it may lose access to NAT Tokens. Company shall not be responsible for any security measures relating to Purchaser’s receipt, possession, storage, transfer or potential future use of NAT Tokens nor shall we be under any obligation to recover or return any NAT Tokens and Company hereby excludes (to the fullest extent permitted under Applicable law) any and all liability for any security breaches or other acts or omissions which result in Purchaser’s loss of (including loss of access to) NAT Tokens issued to Purchaser during the Token Sale.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS RELATED TO NAT TOKENS

21. Purchaser understand that NAT Tokens, blockchain technology, TRON, Ether and other associated and related technologies are new and untested and outside of NEIRONIX’s exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise NEIRONIX’s performance under this Agreement.
22. Purchaser agree that no other party (including, without any limitation) may be held liable for any loss arising out of, or in any way connected with Purchaser’s participation in the NEIRONIX Tokens-sale, or receiving and holding Tokens or such risk.
23. Purchaser also acknowledge that prior to receiving NAT Tokens he have been warned of the following risks, associated with the Website, the NEIRONIX Tokens, the Platform and other

relevant technologies mentioned herein:

a. Legal risks regarding securities regulations

There is a risk that in some jurisdictions the NAT Tokens might be considered to be a security, or that it might be considered to be a security in the future. NEIRONIX does not give warranties or guarantees that NAT Tokens are not a security in all jurisdictions. Each holder of NAT Tokens shall bear its own legal or financial consequences of NAT Tokens being considered a security in their respective jurisdiction.

Every Purchaser is bound to check if acquisition and disposal of NAT Tokens is legal in his jurisdiction, and by accepting this Agreement, each Purchaser undertakes not to use NAT Tokens if such usage is not be legal in the relevant jurisdiction. If Purchaser establishes that the use of NAT Tokens under this Agreement is not legal in his jurisdiction, he/she/it should not use the NAT Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of NEIRONIX to provide NAT Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that NAT Tokens are not legal in certain jurisdiction, NEIRONIX will either:

(i) cease operations in that jurisdiction, or

(ii) adjust NAT Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

b. Risks associated with TRON blockchain

NAT Tokens are based on TRON blockchain. As such, any malfunction, unintended function or unexpected functioning of the TRON protocol may cause the NAT Tokens to malfunction or function in an unexpected or unintended manner.

c. Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the TRON network and associated blockchain networks and NAT Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like NAT Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

d. Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of NAT Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that NEIRONIX shall have no liability for any such loss the Purchaser incur.

e. Risk of security weaknesses in the Website and/or NAT Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and NAT Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of NAT Tokens.

f. Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, TRON, NAT Tokens, the Platform, which could result in the theft or loss of NAT Tokens.

g. Risk of mining attacks

As with other decentralized cryptocurrencies, TRON blockchain, which is used for the NAT Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the NAT Tokens, expected proper execution and sequencing of NAT Tokens, and expected proper execution and sequencing of TRON contract computations in general. Despite the efforts of NEIRONIX and TRON Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the NAT Tokens interact with and consequently the NAT Tokens may be impacted in that way to the extent, described above.

- h. Risk of low or no liquidity
Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that NAT Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and NEIRONIX does not give any warranties in regard to any exchange services providers. Purchasers might be exposed to fraud and failure. In any case, NEIRONIX will not enable exchange of NAT Tokens for other cryptographic tokens or for fiat currency. Purchaser may not at any given time be able to acquire or dispose of its NAT Tokens due to lack of liquidity.
- i. Risk of loss of value
Value of NAT Tokens may fluctuate and their Purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the NAT Tokens.
- j. Risk of uninsured losses
NAT Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.
- k. Risk of malfunction in the TRON network or any other blockchain
It is possible that the TRON network or any other network, to which the NAT Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of NAT Tokens
- l. Internet transmission risks
Purchaser acknowledges that there are risks associated with using the NAT Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Purchaser acknowledge that NEIRONIX shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and NAT Tokens, howsoever caused.
- m. Unanticipated risks
Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that NEIRONIX cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.
- n. Insufficient interest in NEIRONIX, the Platform and NAT Tokens
It is possible that NEIRONIX, NAT Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform and usage of NAT Tokens on it.
- o. NAT Tokens and the Platform, as developed, may not meet the Purchaser's expectations
The Platform is currently under development and may undergo significant changes before release. The Purchaser's expectations regarding the form and functionality of the Platform and NAT Tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of NAT Tokens.

PROHIBITED ACTIVITIES

- 24. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency by using NAT Tokens.
- 25. You may not use your NAT Tokens to engage in the following categories of prohibited activity and you confirm that you will not use NAT Tokens to do any of the following: Engage in a transaction involving the proceeds of any unlawful activity:
 - a. Defraud or attempt to defraud NEIRONIX or its affiliates;
 - b. Provide false, inaccurate or misleading information;

- c. Infringe upon Company's or any third party's copyright, patent, trademark, or intellectual property rights;
 - d. Take any action that imposes an unreasonable or disproportionately large load on infrastructure of NEIRONIX, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
 - e. Transmit or upload any material to the Platform that contains viruses or malware or any other harmful or deleterious programs;
 - f. Otherwise attempt to gain unauthorized access to the Platform and Website, computer systems or networks connected to the Website, through password mining or any other means;
26. Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. NEIRONIX reserves the right to cancel and/or suspend your Account and usage of NAT Tokens immediately and without notice if Company determine, in its sole discretion, that your Account and usage of NAT Tokens is associated with prohibited use, and/or a prohibited business, and or illegal activity under Applicable law.

TIMEFRAME OF NEIRONIX TOKEN SALE

27. Purchase of NAT Tokens may be made during a defined period of time (hereinafter "NEIRONIX Token Sale Period"). The Token Sale Period shall commence on 12.03.2021 0:00:00 UTC +0
- a. at the date and time of termination of the Token Sale at 23 hours, 59 minutes UTC +0 at 12.06.2021.

PAYMENT PROCEDURE

28. NAT Tokens distribution and payment will be offered only through the Website. No third-party website or a different provider except ones listed on the Website allowed and has not been in any way supported, engaged, authorized or endorsed by NEIRONIX and have no relationship in any way with NEIRONIX. The only official and authorized website and NAT Tokens distribution provider is the Website available in the Internet via <https://neironix.io/tokensale> The Purchaser must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct. All payments in cryptocurrency shall be made at Company's Smart Contract Address.
29. In case of payment in USD or any other monies the Purchaser should contact NEIRONIX via support@neironix.io and receive information about third party services affiliated with NEIRONIX which accept monies in exchange for NAT Tokens.

DELIVERY OF NAT TOKENS

30. After the receipt of transaction by the Company, and the end of the NEIRONIX Token Sale NEIRONIX shall transfer an amount of NAT Tokens equal to the payment amount under the price for one NAT Token.
31. NEIRONIX reserves the right for an emergency stop functionality to terminate the distribution process. Use of this functionality shall remain in discretion of NEIRONIX and shall only be used in limited situations, such as, but not limited to:
- a. serious security issue detected;
 - b. serious network performance issue, depriving all users of equal treatment;
 - c. any type of material attack on the NAT Tokens, the Platform, Website or TRON network.

CANCELLATION / REFUSAL OF PURCHASE REQUEST

32. Any and all purchases of NAT Tokens are final and non-refundable unless contrary is not provided in this Agreement or by Applicable law. By purchasing the NAT Tokens, the Purchaser acknowledges that neither the NEIRONIX nor any other of its affiliates are required to provide a refund for any reason, and that the Purchaser will not receive money or other compensation for any NAT Tokens that is not used or remains unused for any reason.

TIMING OF REIMBURSEMENT

33. Purchaser can cancel the purchase of NAT Tokens in 14 calendar days period after the purchase of NAT Tokens during the CITILIFE PLUS Token Sale Period. You will not receive any interest or gains on your NAT Tokens. If you prefer to remain a holder, please note that you will be deemed to have waived any further right to demand return of your money.

WITHDRAWAL

34. In order to cancel the purchase during the reimbursement period Purchaser shall contact the Company in the writing form via support@neironix.io with letter of demand for the cancellation and withdrawal of funds with documentary proof of purchase of NAT Tokens during the token sale and identification documents required under NEIRONIX AML/KYC Policy.

RETURNING OF TOKENS

35. After the consideration of the request by the Company and confirmation of the Purchase and request for the refund, Purchaser shall provide a cryptographic wallet address to which he demand a transfer of reimbursed fund. In no event shall the reimbursement amount exceed a USD equivalent of cryptocurrency paid for NAT Tokens at the date and time of purchase under Applicable Exchange Rate.

ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT

36. Purchaser can assign his rights and obligations under this Agreement at any time without prior consent of the Company by selling NAT Tokens to any third party. Purchaser shall inform such third party that such third party assume Purchaser's rights and obligations under this Agreement by purchasing NAT Tokens from Purchaser.
37. NEIRONIX may assign, transfer or delegate these NEIRONIX Token Sale Agreement or the fulfillment of any of its obligations pursuant to these NEIRONIX Token Sale Agreement and/or the neironix.io Privacy Policy, neironix.io Terms of Use in whole or in part, to any person or entity at any time upon 14's days prior written notice.

DEDUCTIONS FOR DISTRIBUTED TOKENS

38. Any commissions, gas, mining fees and expenses for refund of payment amount are not reimbursed by the Company.

INTELLECTUAL PROPERTY

39. NEIRONIX 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 NAT Tokens and its commercial activities generally. This Agreement in no way shall entitle any Purchaser for any intellectual property of the tokensale.neironix.io, including the intellectual property rights for the Website and all text, graphics, Purchaser's account 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 the NEIRONIX and its affiliates and is protected by national and international intellectual property rights protection laws. Other product and service names on the Website, Platform and informational materials might be trademarks of other companies.
40. Unless otherwise stated, the content and information on the Website are the property of NEIRONIX and its affiliates with exception of trademarks, company names of other companies. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use. You are granted a limited, non-transferable, revocable license to view and copy the information from the Website and Platform solely for personal use only.
41. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found

in the Website and Platform shall vest in and remain property of NEIRONIX and its affiliates. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that You do not breach this Agreement.

42. NEIRONIX and its affiliates retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming NAT Tokens, smart contract of the NEIRONIX Token Sale, Website and Platform.
43. There are no implied licenses under this Agreement and the Company reserves any rights not expressly granted to the Purchaser hereunder.
44. If for the purpose of any intellectual property right registration of the NEIRONIX, any documentary submission or any other action is required from the Purchaser, he/she/it must provide the Company with the respective assistance.

REPRESENTATIONS AND WARRANTIES

45. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY NEIRONIX, NAT TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND NEIRONIX EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; NEIRONIX 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 NEIRONIX CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**
46. By purchasing the NAT Tokens the Purchaser represent and warrant that he has read and understand this Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of NAT Token, usage, storage, transmission mechanisms and other material characteristics of the NAT Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the NAT Tokens.
47. You understand that the NAT Tokens confer only the right to exchange NAT Token for services on the Platform and which give the Purchaser access to certain features on the Platform and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are not purchasing NAT Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
48. The Purchaser fully understands, realizes and agrees that the NAT Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Purchaser agree to accept consequences of possible regulation of NAT Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from NEIRONIX in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.
49. NEIRONIX does not warrant or represent that any information on the Website is accurate or reliable or that the Website 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. NEIRONIX shall not be liable for uninterrupted availability of the Platform for use of NAT Tokens at all times, in all countries and/or all geographic locations, or at any given time.
50. Purchaser shall not forge, or otherwise manipulate any personal or non-personal data requested by the NEIRONIX in the process of the Purchaser's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the NEIRONIX in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the NEIRONIX or in accordance with the Applicable law.
51. Purchaser's acquisition of the NAT Tokens complies with applicable laws and regulations in the

- Purchaser's jurisdiction;
52. Purchaser does not intend to hinder, delay or defraud NEIRONIX or any other Purchasers of the NEIRONIX Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.
 53. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Agreement in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to the Purchaser.

LIMITATION OF LIABILITY

54. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:**
 - a. **IN NO EVENT NEIRONIX OR ANY OF THE COMPANY PARTIES WILL 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 THIS AGREEMENT, 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 PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND**
 - b. **IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAY TO THE COMPANY FOR THE NAT TOKENS.**
 - c. **THE LIMITATIONS SET FORTH IN SECTION 56.a-56.b WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.**
55. The Parties shall be responsible for compliance with terms and conditions of this Agreement and Accompanying Documents, for fulfillment of the Purchaser's commitments and guarantees in the manner and in the amount prescribed by this Agreement and Accompanying Documents, in particular:
 - a. In case of filing accusations, claims or lawsuits to the Company related to non-compliance by the Purchaser of NAT Tokens and/or engagements entered by the Purchaser during the participation in the Token Sale, the Purchaser agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Purchaser or untimely fulfillment of his obligations by the Purchaser.
 - b. In case of filing accusations, claims or lawsuits against the Company, related to non-compliance by the Purchaser with exclusive rights or other rights of third parties, the Purchaser agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Purchaser or untimely fulfillment of his obligations by the Purchaser.
 - c. In case of the Purchasers' violation of his obligations of this Agreement and Accompanying Documents, Company reserves the right to:
 - (i) Demand full compensation from the Purchaser for losses caused by every violation;
 - (ii) Bring a case before a court if the compensation doesn't cover the Company's loss;
 - (iii) Release the information relating to the Purchaser's identity and location to any authorized officer in accordance with applicable law.

56. If applicable law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by applicable Law. Purchaser understand and agree that it is his/her/its obligation to ensure compliance with any legislation relevant to his/her/its country of domicile concerning use of the Website and Purchase of NAT Tokens, and that the Purchaser should not accept any liability for any illegal or unauthorized use of the Website or purchase of NAT Tokens.
57. To the fullest extent permitted by applicable law, you release Company and its affiliates 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 you and the acts or omissions of third parties. You expressly waive any rights you may have under 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.

TAXATION

58. The Purchaser bears the sole responsibility to determine if the purchase of NAT Tokens with BTC, ETH or the potential appreciation or depreciation in the value of NAT Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing NAT Tokens and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, directors or advisors liable for any tax liability associated with or arising from the purchase of NAT Tokens.
59. Purchaser is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which Purchaser may be liable to pay tax. Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from Purchaser's acquisition of NAT Tokens under or in connection with this Agreement.

INDEMNIFICATION

60. To the extent allowable pursuant to Applicable Law, the Purchaser shall indemnify, defend, and hold the Company 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 the Company arising out of a breach of any warranty, representation, or obligation hereunder.

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

61. The Purchaser shall not have any claim of any nature whatsoever against NEIRONIX for any failure by Company to carry out any of its obligations under this Agreement as a result of causes beyond its control, including but not limited to power failure, Internet service provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the NEIRONIX.

SEVERABILITY

62. 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 Agreement, 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 of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

APPLICABLE LAW

63. 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 Republic of Estonia.

DISPUTE RESOLUTION

64. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.
65. 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 respective claim to the binding arbitration administered by the Riga Arbitration Court (№ 40003756873) in accordance with the rules of the arbitral tribunal, composed of one arbitrator, in English language, in writing on the basis of the documents submitted.
66. Any dispute arising out of or related to this Agreement which cannot be resolved by negotiations is personal to Purchaser and NEIRONIX and shall be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. A dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

TERMINATION

67. NEIRONIX reserve the right, without notice and at its sole discretion, to terminate this Agreement or suspend the Purchaser's right to access the Website, including (but not limited to) in case of Purchaser's breach of this Agreement or if the NEIRONIX believes You have committed fraud, negligence or other misconduct. The Purchaser may terminate this Agreement without notice by discontinuing use of the Website. All rights granted to the Purchaser under this Agreement will immediately be revoked upon our termination of this Agreement or NEIRONIX suspension of the Your access to the Website. In the event of any circumstances beyond the control of the Parties, breach of this Agreement, or any other event that would make provision of services commercially unreasonable for NEIRONIX, the Company may, in its own discretion and without liability to the Purchaser, with or without prior notice, suspend the Purchaser's access to all or a part of NEIRONIX's Platform. NEIRONIX may terminate the Purchaser's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such Purchaser without liability to You, including, for instance, in the event that the Purchaser breach any term of this Agreement. In the event of termination, NEIRONIX will attempt to return any funds stored in Your smart contract number not otherwise owed to NEIRONIX, unless NEIRONIX believes the Purchaser has committed fraud, negligence or other misconduct.

OTHER CONDITIONS

68. Only English versions of any Company's communications are considered official. The English version of this Agreement shall prevail in case of differences in translation.
69. Any notice or other communication under this Agreement shall be in writing and shall be

considered given and received when sent by email. The Purchaser's official email for communication shall be deemed the email specified by the Purchaser during the Application for Token Sale. The language of the communication shall be English.

70. Materials, such as NEIRONIX White Paper, Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only.
71. Except as otherwise provided in this Agreement, this Agreement and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.
72. The Purchaser will implement reasonable and appropriate measures designed to secure access to:
 - a. any device associated with the email address associated with the Platform;
 - b. private keys required to access any relevant TRON address, and;
 - c. In case the Purchaser suspect a security breach in any of the above mentioned, he will inform NEIRONIX immediately so NEIRONIX can take all required and possible measures to secure the Website, the Platform, NAT Tokens and systems as whole.