

ENCRYBIT TOKEN SALE AND PURCHASE AGREEMENT

ENCRYBIT, A PRODUCT OF INCRYBIT LTD.

Encrybit is an Incrybit Limited (Hong Kong company number 2676660) by Shares with registered office in headquarterd in Sheung Wan, Hong Kong.

Please read the token sale & purchase agreement carefully before making any investment in tokens. If you do not agree to these terms, do not make any contribution to "Encrybit" and do not purchase ENCX Tokens.

This Token Sale Agreement (hereinafter the "Agreement") is entered into by and among you or the entity that you rightfully and legally represent ("Buyer" or "You") and "Encrybit". ("Seller", "Company" or "We")

The official website of the company is <https://encrybit.io>

Buyer and Seller are herein individually referred to as a "Party" and collectively, as the "Parties". Participants willing to participate in the Encrybit Cryptocurrency exchange ("Project") enters into a relationship where in the Buyer buys and Encrybit will provide ENCX "Encrybit Token" under the "Token Sale" which is solely going to be utilized for development and marketing of Encrybit platform.

Participating in ENCX Tokens does not present an exchange of cryptocurrencies or conventional currencies for any form other than as provided in the Encrybit White Paper and the Buyers of ENCX Tokens are not entitled to any ownership, distribution, redemption, liquidation, property (including all forms of intellectual property), or other financial or legal rights. The Buyer is only entitled to certain rights within the T&C. ENCX Tokens are not intended to constitute securities in any jurisdiction.

Encrybit does not constitute a prospectus or offer document of any sort, and is not intended to constitute an offer of securities or a solicitation for investments in securities in any jurisdiction. Encrybit Whitepaper is posted for information purposes only. The content of Encrybit Whitepaper is not a financial promotion. Therefore, none of the content parts of Encrybit Whitepaper should be considered an invitation or inducement to engage in any sort of investment activity. The Buyer should carefully consider and evaluate all risks associated with cryptocurrencies, operations with them, ICO and respective business activities. Before purchase ENCX Tokens read carefully all the information set out in this document, Whitepaper, T&C and Privacy Policy and ensure that you are aware of all potential risks. The section *Risk factors* details all potential risks that you should consider. Encrybit strongly recommend you to seek out independent financial and legal advice before engaging in any sort of business endeavor.

By purchasing the ENCX tokens the Buyer expressly acknowledge and assume these risks. If you have any questions regarding this information or regarding this Encrybit Token Sale & Purchase Agreement, please contact us at info@encrybit.com

1. NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1.1. The terms & conditions included in "Token Sales Agreement" is intended to govern the procedure & the use of the tokens which are sold by Encrybit under pre-defined set of rules and regulations to the buyers who would participate in token sale.

BINDING AGREEMENT: Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of ENCX Tokens.

- a. The participants of the ENCX Token sale providing payments indicate that Buyer has read, understands and agrees to the terms of this Agreement;
 - b. Encrybit has established Terms of Use, as may be amended from time to time, for the website (<https://encrybit.io>) which are hereby incorporated by reference and do not tend to not form an integral part of these Terms unless stated explicitly.
- 1.2. Buyer expressly acknowledges, understands and agrees that Buyer accepts all the terms & conditions at all the times.
 - 1.3. ENCX Tokens are not financial or collateral tools. ENCX Tokens are utility crypto-tokens and digital means of use of the Services of the Seller and they only provide the Buyer with certain limited rights as explicitly defined in existent on the Ethereum blockchain that can enable usage of, and interactions with, Encrybit and solely project related purpose.
 - 1.4. Encrybit has established Terms of Use and Privacy Policy. The latest versions of documents constituting Legal basis of ENCX Tokens are hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to Legal basis of Encrybit in their entirety. It is Buyer's solely whether or not to purchase ENCX tokens. The documents provided does not intent to influence any buyers decision, they are just meant to provide guidelines for the Sales and purchase of tokens.

By purchasing the ENCX Tokens, you agree the terms & conditions of the Encrybit Token Sale Agreement which means the acceptance of the Encrybit Offer for purchase and use of the ENCX tokens under the stated conditions.

By purchasing the ENCX Tokens in accordance with the technical recommendations of the Encrybit, the User acknowledges and agrees that fully and unconditionally accepts the Encrybit Offer for purchase and use of the ENCX tokens under the conditions stated in the ENCX Token Sale Agreement, without any reservation or exception.

To the fullest extent permitted by applicable under EU law, Buyer disclaims any right or cause of action against Encrybit of any kind in any jurisdiction that would give rise to any Damages whatsoever, Encrybit shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Encrybit has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from Encrybit, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

2. REPRESENTATIONS AND WARRANTIES

- 2.1. By purchasing ENCX, the Purchaser represents and warrants that he/she:
 1. Understands the ENCX Token Sale Agreement in full & the buyer has read and understand the Encrybit Whitepaper in full;
 2. You have obtained sufficient information about Tokens to make an informed decision to purchase Tokens.
 3. The User fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the ENCX tokens, blockchain technology, blockchain-based software systems, , token storage mechanisms (such as token wallets), and their risks, and appreciates the risks and implications of purchasing the ENCX tokens.

4. Understands that the ENCX token sale will be held over the official website only and the Buyer abides to all the risk factors associated with it.
5. You are purchasing Tokens solely after understanding the project and supporting the development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the Company and the Platform as the future changes and plan of execution is totally dependent on Encrybit. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes.
6. You are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.
7. Your purchase of ENCX Tokens complies with Applicable Laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing ENCX tokens, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.
8. You represent an individual of least 18 years old and of sufficient legal age and capacity to purchase ENCX Tokens. The buyer is validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
9. This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement with all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

2.2. The Buyer understands, acknowledges and agrees that:

To the fullest extent permitted by applicable law, Buyer indemnifies, holds harmless and reimburses Seller and Seller's Parties from and against any and all expenses or amounts paid (including legal and arbitration fees and expenses of counsel), losses, claims, fines, liabilities, Damages, judgments based on, arising out of or relating to Payments, Buyer's use of ENCX tokens and/or purchase of ENCX Tokens here under. Seller reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification hereunder.

Encrybit shall not carry out any refunds after the purchase of ENCX tokens. Any refunds are possible only in accordance with the ruling of the competent authority.

ENCX token buyers understands the risk of purchase of tokens, as Encrybit confer only the right to development and deployment of the Platform and confer no other rights of any form with respect to the Exchange Platform or 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.

The Encrybit Project currently being developed may undergo significant changes or may not have the final release due to various technological competitiveness in the market of open source code and protocol underlying the Platform. Which could negatively impact the Platform and Tokens, including Tokens' utility and obtaining the desired outcome of platform with predefined features & Services or due to lack of public interest in cryptocurrency exchange may lead to permanent suspension of the project.

3. ENCRYBIT ICO AND PRICING

- 3.1. The Encrybit ICO will be commenced as per the schedule which would be predefined solely by Encrybit, which reserves the right to change of dates for the ENCX token sale period due to unforeseen circumstances.
- 3.2. The Standard price of ENCX token in its Token sale is 0.20 USD per token, while the discount structure for the pre sales and the crowd sale is listed on the token sale page of the website.

4. PURCHASE PROCEDURE

To make a purchase of ENCX Tokens during the private sale, presale or public sale, you need to follow the steps mentioned below as the Token will be created and provided after you complete the relative procedure:

1. Register on our website by creating a valid account. On successful registration, you will gain an access to the dashboard through which you can carry out the process of purchasing ENCX tokens.
2. Provide the information as requested on the website in compliance with the KYC (Know Your Customer) and AML (Anti-money laundering) policies. This step is mandatory to proceed further.
 - a. Documents required:
 1. National ID or Passport or Driving license
 2. Selfie with the ID
 - b. The KYC procedure will take up to 24 hours for verification and it may take more time in certain cases.
3. In next step, you will be asked to choose a type of currency for payment (either BTC or ETH) and set the desired amount.
4. Transfer the amount to the given wallet address, and provide a valid ETH wallet address (ERC 20 supported) to receive the tokens of equal value and functionality.
5. Once you complete your part of the transaction, it will be verified by the admin at Encrybit.
6. Upon successful verification of KYC and transaction, the equivalent number of ENCX tokens will be shown as purchased on your dashboard.

If required by the legislation of your country, you shall certify that you do not affiliate with or represent any UN sanctioned countries. You shall provide requested document and Selfie with the ID as requested by Encrybit for conduction of KYC procedure as described in step 2 to purchase the Tokens.

All purchases of ENCX from us during the Token Sale are final, and there are no refunds. However, Encrybit may be subject to future regulatory obligations such that you may not be able to continue your participation or holding of ENCX, and in such circumstances, Encrybit may be under a duty or order to refund your contribution. If such circumstances occur in any form, Encrybit will refund your contribution in the same currency and at the same price level at the time of your contribution used to purchase ENCX.

The ENCX tokens will be transferred to your given wallet address (valid) within 45 days after the completion of ICO.

5. SECURITY OF CONTRIBUTIONS

ENCX Tokens are ERC20 tokens on the Ethereum blockchain and thus requires an ERC20-compliant wallet to store and receive them. It will be your responsibility to keep them safe in your wallet.

- (i) any device associated with the email address associated with your wallet account,
- (ii) private keys required to access any relevant wallet address, and
- (iii) your username, password and any other login or identifying credentials

In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer acknowledges and understands that it may lose all of its Tokens or access to its account.

In such event, Encrybit shall be under no obligation to recover any ENCX Tokens as there is no controlled password recovery mechanism for lost wallet.

Encrybit is not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of ENCX nor will we be under any obligation to recover or return any ENCX Tokens.

Encrybit 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 your loss of (including your loss of access to) ENCX Tokens issued to you.

6. ENCRYBIT AND RIGHTS OF ENCX HOLDERS

Encrybit confers no rights to buyer purchasing ENCX Tokens which are potentially used for receiving Services in, and utilizing it in the Ecosystem at a future point in time. Buyer is not purchasing ENCX Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Encrybit that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

The sale of ENCX Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of ENCX Tokens are not subject to the protections of any laws governing those types of financial instruments. Nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Encrybit shall not be held liable for any legal or monetary consequence arising from your violating any local laws or regulations related to your purchase of the Tokens. You agree to comply with and abide to all applicable to the purchase of the Tokens local laws and regulations of the country, you are the resident of.

The purchase and receipt of ENCX Tokens may have tax consequences for Buyer;

Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and

Encrybit bears no liability or responsibility with respect to any tax consequences to Buyer

7. KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING

Its Encrybit's policy to all Participants to complete our Know Your Customer ("KYC") verification procedure whatever the level of your contribution in our Token Sale & we have zero tolerance towards use of our Services for any illegal purpose. Any such abuse by any participants/Buyer shall result in forthwith termination of the account and reporting of such activities to concerned regulatory and statutory authorities.

Encrybit reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Buyers (Invitees) if deem necessary or it becomes required by the applicable laws.

Upon any Encrybit's request, Buyer shall immediately provide to respective documents, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, and utility bills, photographs of associated individuals, government identification cards or sworn statements. Company may, in its sole discretion, refuse to distribute Tokens to Buyer until such requested information is provided.

Encrybit shall not allow our Services and any future platforms that it might support, to be used for any illegal purpose including for money laundering or the funding of terrorism or any other criminal activities.

Encrybit reserve the right to decline or discontinue, as the case may be, any account, at its discretion, with present as well as prospective Users at all times. In the event of any suspicious activity being disclosed or a User is suspected of abusing our Services or platform, we shall have the right but not the obligation to suspend or terminate any account of a User, until a reasonable and satisfactory explanation with supporting documents is provided.

Encrybit may give an intimation of such suspension or termination shall be duly sent to the User and the accumulated ENCX Tokens in the account of such User shall be duly secured and shall accrue in favor of such buyers, unless otherwise appropriated by us towards dues owed to us or is retained pending confirmation from a regulatory or statutory authority or in compliance with an order from a Government Authority or Court. Amounts lying in the accounts of Users suspected of illegal activities or of abusing the platform shall however not be released in favor of such User until the requisite.

Encrybit hold the rights to conduct KYC checks, your contribution to the Token Sale shall be held by Encrybit for a maximum of 90 days after the Token Sale is completed. In no event shall Encrybit hold your contribution more than 90 days. If the results of the Know Your Client checks could not be done within 90 days, or the checks fail for any reason, your contribution will be returned to your wallet in the same currency and at the same price level of your contribution.

8. DATA PROTECTION

- 8.1. Encrybit may engage with third party for identification services to detect fraud prevention which may request certain information from you, such as your user credentials and other information to verify your identity. But not be limited to, certified copies of documents verifying: (i) your identity; (ii) your address; (iii) the source of funds used for the purposes of acquiring ENCX; and (iv) any other documents or data from which you can be identified. Your information provided shall hereinafter be referred to as your "Personal Data".
- 8.2. Encrybit will act as the data controller, and you agree that We may directly or through our service providers or agents, process your Personal Data for any one or more of the following purposes & You expressly agree and consent to your Personal Data being disclosed to such third parties to any extent your Personal Data except as expressly permitted under legal procedure.

To verify the Compliance with relevant “Know Your Client” and “Anti Money Laundering” requirements under applicable law, for the management of enquiries and complaints to Process an valid transaction related to the Token Sale, which might include Opening, maintaining, or operating a bank account in Encrybit’s name, resolving any disputes & for the reasonable purposes in accordance with applicable law.

- 8.4. You may have the right to access your Personal Data held by us under any applicable law or regulation, and it is your responsibility to inform us of any changes to your Personal Data to ensure that such data remains accurate. You may also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.
- 8.5. Encrybit believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms; other third parties only with your prior consent or direction to do so or in accordance with our Privacy policy. You agree that we may, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the EEA, Encrybit will not provide your personal information to any other Company’s users without your consent or direction.

9. LIMITATIONS ON LIABILITY

To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Encrybit of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Encrybit.

Encrybit shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Encrybit has been advised of the possibility of such damages.

Encrybit is not and shall not be responsible for or liable for the market value of Tokens, the transferability or liquidity of Tokens or the availability of any market for ENCX Tokens through third parties or otherwise.

- 1) Damages. Under no circumstances shall the aggregate joint liability of the Company Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Encrybit from Buyer.
- 2) Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any block chain-related protocol.

To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

Encrybit reserves the right to exercise sole control over the defense, at Buyer’s expense, of any claim subject to indemnification. Any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct used on facilitating the Encrybit sale and the risk of purchasing the ENCX tokens is solely responsibly of the Buyer.

10. DISPUTE RESOLUTION; ARBITRATION

Any Dispute between the Parties must follow the informal dispute resolution procedure prior to any court proceedings.

Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration.

The number of arbitrators shall be three. The seat of the arbitration shall be Hong Kong. The language of the arbitration shall be English.

No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company and shall not be brought as a class arbitration, class action or any other type of representative proceeding. There shall 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. Further, 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.

11. GOVERNING LAW

Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Hong Kong, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. The parties irrevocably agree that the courts of the Hong Kong will have exclusive.

Jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

12 RISKS FACTORS

Encrybit requests all the users who are interested to participating the ENCX Tokens to read all the risk related factors and information thoroughly.

Before participating or acquiring ENCX Tokens, look for all the risk factors associated with it. If you yourself cannot understand by yourself then it would be advisable to seek guidance from a professional like financial advisor or accountant. We suggest buying only what you can afford.

ENCX Tokens are ERC20 tokens on the Ethereum blockchain and thus requires an ERC20-compliant wallet to store and receive them. It will be your responsibility to keep them safe in your wallet. If the market price of ENCX Tokens drops suddenly and you lose all your money, then Encrybit is not responsible. As we do not assure any targeted ROI.

The cryptocurrency market is unpredictable and it is the first experience for Encrybit team in developing such a project. There is a possibility that even after meeting soft cap, the funds may not be enough to develop the project. Moreover, there may be a possibility that due to inextricable errors, the project may not release. The Encrybit team will make every possible effort to make this project a success but it is expected from the token holders to face every adverse situation.

The projects based on cryptocurrencies or related to cryptocurrencies are under the constant radar of regulatory bodies. If any such regulatory body modifies the law, it can make Encrybit change one or more of its operations in accordance with the law. It may add some licensing requirements if required.

ENCX Tokens will be such that they can adopt regulatory changes in most of the cases. However, in some cases, if it is greatly impacted by any regulatory modification then the development of Encrybit exchange can come to halt. This risk is also to be kept in mind while acquiring ENCX Tokens.

Some parts or the entire Encrybit exchange is at the risk of unexpected events due to the initial stage of cryptocurrency industry. The blockchain community is making every possible effort to strengthen the security of cryptocurrency technology. However, the advancement of computer technology like quantum computers to super computers may affect the security of this virtual currency. Encrybit and ENCX Token security and technical details can get affected due to this change.

As the cryptocurrency market is highly volatile and unpredictable, purchasing, using or simply holding the ENCX Tokens involves the following risks:

- The organization and control of ENCX Tokens require private key/s to the wallet. If you lose them or there is any transaction error, then you may not have access to ENCX Tokens.
- There are chances of your token possessions to turn to zero because of the cryptocurrency market's unusual risks.
- There are chances that the funds raised during token generation can be stolen.
- If Encrybit fails to maintain the exchange procedures or it goes out of control due to increase in number, then it can adversely affect the entire exchange platform.
- There can be risks arising due to the absence of leadership rights in Hong Kong or if it bans the pursuit of cryptocurrency altogether.
- The ENCX Tokens are prone to risks of attacks, insecure losses or unpredicted taxes or regulation related to the cryptocurrency market.
- Unforeseen events like a critical change in the graph of Bitcoin or Ethereum, hacking attacks, security infringement or abrupt shut down of Encrybit can cause risks.
- As Encrybit and its ENCX tokens are based on the Ethereum protocol, any glitch, failure or desertion of the protocol can cause risks for the platform as well as the tokens.
- The performance of Encrybit can be resentfully affected due to general and economic conditions of the global cryptocurrency market.
- There is risk associated with your contribution to the private sale, pre-ICO and public ICO due to scepticism prevailing in the primary phase.
- To avoid any difficulties during, before or after the participation in ENCX Tokens, all the associated risks should be carefully studied and scrutinized properly.

13. RESTRICTIONS

The Tokens are not being offered or distributed to, alienated by their holders to the following restricted persons ("Restricted Persons"):

It is to be noted that the persons who are the citizens, residents (tax payers or otherwise) or a green card holders of the United States of America, People's Republic of China or Canada, are not eligible to participate any 'ENCX Tokens' in the ENCX Token Sale, as referred in this document. Accredited investor is eligible to invest in Encrybit private sale.

The citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation under any UN sanctioned countries including, but not limited to, Iraq, Iran, and the Republic of Korea ("Restricted Jurisdictions") or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective.

Encrybit does not tend to offer ENCX Tokens during the sale to participants who may lawfully not qualified.

Before participating Encrybit will request and confirm all the buyer to provide a valid proof that they are not residents of any such Restricted Jurisdictions. If any such instants of contribution are found, in such cases, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be refunded immediately in the same currency and at the same price level of contribution.

PARTICULAR PLACES OF RESIDENT

1. You are refrained from purchasing ENCX Tokens if you are a resident of the United States of America:

ENCX Tokens are not and will not be registered with SEC under the US Securities Act of 1933, as modified (The "US Securities Act") or any state laws of the United States of America (US). Here US includes the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia. Therefore, ENCX Tokens may not be available in the US or for the advantage of US persons as mentioned under the regulations of the US Securities Act. It is your duty to represent that you are not residing on the US and are not being a part of the offer from the US or are restricted on the basis for a principal located outside the US. You are not liable to purchase ENCX Tokens or participate in the Token sale by any means whether it is primary or secondary market. Technical preventive measures will be taken by Encrybit.io to make sure that US persons are refrained from participating in the Token sale. If, by any means, these technical measures are found to be evaded by you then in that case, Encrybit.io is not entitled for infringement of US regulations including but not limited to the US Securities Act. If Encrybit.io is held for any such infringement then it will be your sole responsibility to take the charge and reimburse for the damages, fees charged, etc. due to such infringement.

2. You are a resident of a country in the European Economic Area:

In reference to the directive 2003/71/EC and modifications in addition to the 2010 PD amending directive (directive 2010/73/EC) to the extent applied in the related member state (Prospectus Directive) effective from the date on which the Prospectus Directive is applied in a member state of the European Economic Area (Related date of application) that has applied the Prospectus Directive (Related Member State), the offer of ENCX Tokens is not likely to be made to the public in that related Member State except for:

- a. Any authorized person who is a qualified investor as mentioned in the Prospectus Directive
- b. Less than 150 natural or authorized persons with regards to each of the related Member State (except for the qualified investors as mentioned in the Prospectus Directive) as allowed under the Prospectus Directive
- c. Applied that any such offer of security will not require Encrybit.io to publish a Prospectus in compliance with the Article 3 of the Prospectus Directive.

The phrase "Offer of ENCX Tokens to the public" in any related Member State is meant to be the conception of any kind of bestowed conversation any by any means of adequate information on the Terms of the offer as to allow you to decide to purchase the ENCX Tokens, as the phrase tends to differ in that related Member State by any measure applying the Prospectus Directive in that Member State. Encrybit.io holds the right to ask for the proof of being a qualified investor from you. The purchase of ENCX Tokens will be denied by Encrybit.io if you fail to provide the proof or you exceed the permitted number of investors per related Member State and the amount will be refunded to the address used. If you fail to cooperate for the refund procedure, the Encrybit.io holds exclusive rights to donate the assets to a charity.

3. You are a resident of Switzerland:

Any regulated stock exchange such as SIX Swiss Exchange or SIX will not list ENCX Tokens. These Terms are defined irrelevant to the legal standards for prospectuses under art. 1156 or art. 652a of the Swiss Code of Obligations or the legal standards for simplified prospectuses under art. 5 of the Collective Investment Schemes Act (CISA) or art. 27 ff. of the SIX listing rules or the listing rules of any other stock exchange in Switzerland. Encrybit.io or ENCX Tokens are not or not have been filed with or permitted by any Swiss regulatory authority irrespective of these Terms or any other material related to the offer. The Swiss Financial Market Supervisory Authority (FINMA) will not control these Terms or the offer of ENCX Tokens. In addition, CISA does not and will not authorize the offer of ENCX Tokens. Therefore, you cannot have the protection granted under CISA while purchasing ENCX Tokens.

4. You are a resident of the United Kingdom:

The documents related to the offer of ENCX Tokens and these Terms are not to be distributed among the people who reside in the United Kingdom. Exceptions from this are:

- a. A person/s having professional experience relevant to investments
- b. Persons falling within Article 49(2)(a) to (d) i.e. high net-worth companies, unincorporated associations, etc. of The Financial Services and Markets Act 2000(Financial Promotion) Order 2005 in the United Kingdom
- c. Persons who are lawfully permitted to do so (Related Persons)

You may not participate in the Purchase of ENCX Tokens directly or indirectly whether in the primary or secondary market if you reside in the United Kingdom and are not a Related Person. you are a Related Person in reference to the regulations and it is represented by you while purchasing the ENCX Tokens. If you falsely represent yourself as a Related Person then you are in charge of any shortcomings, damages, losses, fees charged, etc. to Encrybit.io as a result of infringement to the regulation in this section. It is the right of Encrybit.io to ask for the proof of Related Person from you. The purchase of ENCX Tokens will be denied by Encrybit.io if you fail to provide the proof and the amount will be refunded to the address used. If you fail to cooperate for the refund procedure the Encrybit.io holds exclusive rights to donate the assets to a charity.

The Terms should not be published, distributed or reproduced, disclosed (as a whole or a part) by the receiver to other persons in the United Kingdom as it is confidential.

5. You are a resident of Singapore

The documents related to the offer of ENCX Tokens and these Terms are not to be distributed or used for invitation to purchase ENCX Tokens; they should not be offered or sold or deemed as a subject of invitation for purchase neither directly nor indirectly to the persons residing in Singapore. Exceptions from this are:

- a. An institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the SFA)
- b. A related person or one compliant to Section 275(1A) and as per the conditions specified in Section 275 of the SFA
- c. Where the transfer is by operation of law
- d. As mentioned in Section 276(7) of the SFA
- e. In compliance with, as per the conditions of any other applicable provisions of the SFA (Related Person)

The terms are not and will not be registered as a prospectus with the Monetary Authority of Singapore (MAS). If you are a resident of Singapore and are not a Related Person then you may not be permitted to Purchase ENCX Tokens directly or indirectly whether in the primary or secondary market. you are a Related Person in reference to the regulations and it is represented by you while purchasing the ENCX Tokens. If you falsely represent yourself as a Related Person then you are in charge of any shortcomings, damages, losses, fees charged, etc. to Encrybit.io because of infringement to the regulation in this section. It is the right of Encrybit.io to ask for the proof of Related Person from you. The purchase of ENCX Tokens will be denied by Encrybit.io if you fail to provide the proof and the amount will be refunded to the address used. If you fail to cooperate for the refund procedure, the Encrybit.io holds exclusive rights to donate the assets to a charity.

6. You are a resident of Canada

The information included herewith will be interpreted as an offering of ENCX Tokens only in the jurisdictions and to the persons who are lawfully offered for sale. ENCX Tokens are not and will not be qualified for sale to the public with reference to applicable Canadian Securities Laws, as per that any offer, and sale of ENCX Tokens in Canada is to be made based on the exemption from the prospectus requirements of Canadian Securities Laws. The information included herewith is not and will not be under any circumstances be interpreted to form a prospectus; an announcement or a public offering of ENCX Tokens in Canada.

The resale of tokens must be according to the prospectus requirements of those laws. Furthermore, to be in accordance with the dealer registrations requirements of Canadian Securities Laws, the resale of Tokens should be made either by a person who does not require registering as a dealer under applicable Canadian Securities Laws or by a properly registered dealer as per the exception from the dealer registration requirements.

If you are a resident of Canada the you represent that you are aware of this offer by your own and are not asked by Encrybit.io else you may not Purchase ENCX Tokens. To verify whether the resale of ENCX Tokens is permitted or not, you have to take legal advice from a Canadian Lawyer.

7. You are a resident of Hong Kong

The ENCX Tokens will not be sold or offered in Hong Kong by any means of document except for:

- a. Professional investors as defined in The Securities and Futures Ordinance (CAP.571, Laws of Hong Kong) and any other rules defined within
- b. In conditions which does not count as an offer to be public under the definition of The Companies Ordinance (CAP.32, Laws of Hong Kong)
- c. In other conditions which is not a consequence of the document under the definition of The Companies Ordinance (CAP.32, Laws of Hong Kong) being a prospectus

Any kind of document, advertisement or invitation related to ENCX Tokens may not be issued to any person for the purpose of issue except for with respect to Tokens which are or are intended to be disposed of to specific persons outside Hong Kong or only to Professional Investors as defined in The Securities and Futures Ordinance (CAP.571, Laws of Hong Kong) and any other rules defined within.

If you are a resident of Hong Kong and are not a Professional Investor then you may not be permitted to Purchase ENCX Tokens directly or indirectly whether in the primary or secondary market. you are a Professional Investor in reference to the regulations and it is represented by you while purchasing the ENCX Tokens. If you falsely represent yourself as a Professional Investor then you are in charge of any shortcomings, damages, losses, fees charged, etc. to Encrybit.io because of infringement to the regulation in this section. It is the right of Encrybit.io to ask for the proof of Related Person from you. The purchase of ENCX Tokens will be denied by Encrybit.io if you fail to provide the proof and the amount will be refunded to the address used. If you fail to cooperate for the refund procedure, the Encrybit.io holds exclusive rights to donate the assets to a charity.

8. You are a resident of Japan

The ENCX Tokens are not and will not be registered under the Financial Instruments and Exchange Act (the FIEA), as modified. This document should not be considered as an offer of securities for sale whether directly or indirectly in Japan or for the benefit of any resident of Japan (includes any person, corporation or entity organized under the regulation of Japan) or to other for the offer of resale whether directly or indirectly in Japan or for the benefit of any resident of Japan, except for having a compatible exemption from the securities registration requirements under the FIEA or else compatible with such law and any other applicable laws, regulations and ministerial guiding principles of Japan.

If you are a resident of Japan and it is represented by you that you are aware of this offer by your own and are not asked by Encrybit.io else you may not Purchase ENCX Tokens. If you represent is falsely then it is your duty to take the charge of any legal proceedings, shortcomings, damages, losses, fees charged, etc. to Encrybit.io as a consequence of any infringement of the regulation in this section.

9. You are a resident of the Russian Federation

The ENCX Tokens or the document qualifying as a prospectus in association with ENCX Tokens is not or will not be registered with the Central Bank or Russian Federation.

The information included herewith should not be considered as an invitation to sell, purchase, exchange or transfer securities of foreign financial instruments for the benefit of any Russian person or entity, except to the extent allowed by applicable law and to qualified investors as described under the securities laws of the Russian Federation.

Under the reference or interpretation of securities laws of Russian Federation, this document should not be considered as an announcement or advertisement or to the public except for the allowance by applicable securities laws of Russian Federation. you can purchase ENCX Tokens only if it is liable for you to purchase it legally in compliance with the laws and regulations of the Russian Federation.

If you falsely represent the authority to purchase ENCX Tokens then it is your duty to take the charge of any legal proceedings, shortcomings, damages, losses, fees charged, etc. to Encrybit.io because of any infringement of the regulations of the Russian Federation.

10. You are a resident of India

The information included herewith is not and should not be interpreted as a prospectus. The ENCX Tokens are not and will not be registered with the proficient authority. It is advisable for you to seek legal advice to verify whether you are liable to purchase ENCX Tokens in compliance with the relevant laws and regulations of India. If you purchase ENCX Tokens then you represent that you are legally liable to purchase ENCX Tokens in compliance with the relevant laws and regulations of India.

If you falsely represent the authority to purchase ENCX Tokens then it is your duty to take the charge of any legal proceedings, shortcomings, damages, losses, fees charged, etc. to Encrybit.io because of any infringement of the laws and regulations of India.

11. You are not allowed to Purchase ENCX Tokens if you are a resident of the People's Republic of China

The ENCX Tokens may not be intended to be offered or sold whether directly or indirectly in the People's Republic of China (it excludes Taiwan, Hong Kong and Macau special administrative regions). The information included herewith does not offer or ask for an offer to invest within China.

The information included herewith is not and will not be permitted by a relevant administrative authority within China and may not be intended to be supplied to the public in China or used in reference for any offer of sale of ENCX Tokens in China.

It is represented by you that you are not residing in China and do not participate in the offer from China or are acting on a restricted basis for a principal located outside China and you are not ordering to participate in the offer from China. you are not liable to participate in the Token sale and may not purchase ENCX Tokens whether directly or indirectly on the primary or secondary market. Technical preventive measures will be undertaken by Encrybit.io ensure that the residents of China cannot participate. If, by any means, these technical measures are found to be evaded by you then in that case, Encrybit.io is not entitled for infringement of Chinese regulations. If Encrybit.io is held for any such infringement then it will be your sole responsibility to take the charge and reimburse for the damages, fees charged, etc. due to such infringement. If you fail to cooperate for the refund procedure, the Encrybit.io holds exclusive rights to donate the assets to a charity.

12. You are a resident of Taiwan

The ENCX Tokens are not and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China (Taiwan) in compliance with the applicable securities laws and regulations of Taiwan. ENCX Tokens may not be intended to offer within Taiwan by means of public offering or in conditions, which includes an offer within the reference of the securities and exchange law of Taiwan or the one, which requires permission or registration by/with the Financial Supervisory Commission of Taiwan. Any legal or natural person in Taiwan has not received authorization to offer or sell ENCX Tokens.

13. You are not permitted to Purchase ENCX Tokens if you are a resident of South Korea

The information included herewith is not and will not be interpreted under any conditions as a public offering of securities in South Korea. The ENCX Tokens are not and will not be registered under the Securities and Exchange Act or any other law and regulation applicable. The ENCX Tokens may not be intended to offer or sold directly or indirectly in South Korea except where it is applicable under the laws and regulations of South Korea to permit such offer or sale. If you purchase ENCX Tokens then you represent that you are liable to purchase ENCX Tokens in compliance with the applicable laws and regulations of South Korea.

If you falsely represent the authority to purchase ENCX Tokens then it is your duty to take the charge of any legal proceedings, shortcomings, damages, losses, fees charged, etc. to Encrybit.io because of any infringement in this section.

14. You are a resident of an embargo jurisdiction like Democratic People's Republic of Korea, Sudan, Iran, Cuba, Syria:

You are not liable to participate in the Token sale, neither directly nor indirectly by any means whether on the primary or the secondary market. Technical preventive measures will be taken by Encrybit.io to ensure that you are unable to participate. If, by any means, these technical measures are found to be evaded by you then in that case, Encrybit.io is not entitled for infringement of US Embargo Restrictions.