



TERMS AND CONDITIONS RELATING TO TOKEN SWAP

Version 1.0 - 22 November 2018

THESE TERMS AND CONDITIONS (“**T&Cs**”) RELATE TO THE SWAP BY GBX LIMITED OF ROCK TOKEN FOR THE NEWLY CREATED STACS TOKEN AS THE UTILITY TOKEN OF THE GBX PLATFORM (the “**Token Swap**”).

PLEASE READ THESE T&CS CAREFULLY. BY ACCEPTING AND HOLDING **STACS TOKENS**, YOU WILL BE DEEMED TO HAVE ACCEPTED AND THEREFORE BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&CS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH GBX LIMITED. THESE T&CS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE Dispute resolution by arbitration CONTAINS A BINDING ARBITRATION CLAUSE.

STACS TOKENS WILL ACT AS A REPLACEMENT FOR THE DECOMMISSIONED ROCK TOKENS. AS SUCH, THESE T&CS ARE MATERIALLY IDENTICAL, WHERE APPROPRIATE, TO THOSE T&CS PREVIOUSLY APPLICABLE TO THE SALE OF ROCK TOKENS.

PARTIES TO THESE T&Cs

GBX Limited is a company incorporated and registered in Gibraltar with registration number 116223 and is the creator of its own proprietary token known as STACS Tokens under these T&Cs. There may be other entities within the GBX group of companies from time to time (“**GBX Companies**”) that will develop, manage and/or operate the GBX Platform (as defined below) (or parts thereof). References in these T&Cs to “**GBX**” “**Company**”, “**we**”, “**our**” or “**us**” mean GBX Limited and its respective successors in interests and assigns.

References in these T&Cs to “**Holder**”, “**your**” or “**you**” are to the person/entity who accepts these T&Cs. You, personally, and the Company are together referred to as the “**Parties**” and references to a “**Party**” are to the relevant one of them as the context requires.

If you have any questions relating to these T&Cs, please contact us at info@gbx.gi .

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

A.1. GBX Platform

1.1 GBX has developed and continues to develop:

A.1.1.1.a) a blockchain-driven listing and exchange platform for utility tokens and cryptocurrencies operating within Gibraltar’s regulatory framework, and

A.1.1.1.b) a financial services and fintech ecosystem with multiple products and services,



(together the “**GBX Platform**”).

1.2 For a more detailed description of the GBX Platform, please refer to:

A.1.1.1.c the GBX website at <https://gbx.gi> (“**GBX Website**”); and

A.1.1.1.d the GBX Whitepaper (a copy of which can be found at: <https://gbx.gi/>) (“**GBX Whitepaper**”).

(collectively referred to as the “**Project Documentation**”).

1.3 Except as otherwise agreed in these T&Cs, the information contained in the Project Documentation are of descriptive nature only, are not binding and do not form part of these T&Cs.

1.4 Wherever the Project Documentation refers to Rock Token or RKT, these provisions now apply equally to STACS Tokens.

A.2. **Scope of T&Cs**

2.1 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern Token Swap (as such terms are defined in clause 1 and detailed in clause 3, below).

2.2 Any potential future use of STACS Tokens in connection with the provision or receipt of services on the GBX Platform, will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the GBX Platform (the “**Platform Terms**”). Such Platform Terms will be made available to GBX Platform users.

A.3. **Token Swap**

3.1 On the 23rd November 2018, the Company will initiate and conclude the Token Swap between existing Rock Tokens and the newly created STACS Tokens.



- 3.2 As part of the Token Swap, all Rock Tokens will be disabled and will, from that point onwards, no longer possess any utility on the GBX Platform.
- 3.3 STACS Tokens will be distributed on a one to one basis to current holders of Rock Token(s) with the intention to replace the existing Rock Tokens.
- 3.4 STACS Tokens will have the same utility as their predecessors, Rock Tokens, and will replace Rock Tokens on the GBX Platform and in all Project Documentation.
- 3.5 By accepting these T&Cs, you acknowledge and accept that following the Token Swap, Rock Tokens will entirely lose their intended utility and will no longer be utilised on the GBX Platform.
- 3.6 The Token Swap does not provide Holders with any rights to refund in respect of any decommissioned Rock Token amounts held in their wallets.

A.4. **STACS Tokens price**

- 4.1 Due to the one for one Token Swap structure, no additional amount will be due to the Company following the conclusion of the Token Swap.

A.5. **Creation and issue of STACS Tokens through the Smart Contract System**

- 5.1 The Company has deployed a smart contract system (the “**Smart Contract System**”) on the Ethereum blockchain for the purposes of creating STACS Tokens and issuing such STACS Tokens to the Holder’s Ethereum wallet. STACS Tokens will be based on the ERC20 token standard and is intended to have the same utility as set out in the GBX Whitepaper for the Rock Token.
- 5.2 The Holder’s Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of STACS Tokens, being tokens that are created based on the ERC20 token standard. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time acting in its sole and absolute discretion.

5.3 The Smart Contract System will distribute the applicable number of STACS Tokens to Ethereum wallets that already hold Rock Token. The distribution of STACS Tokens is at the Company's sole and absolute discretion.

5.4 Without limiting the grounds upon which the Company may refuse to distribute tokens, if distribution of STACS Tokens to you, or the holding of STACS Tokens by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or the Company suspects this may be the case, then:

A.5.4.1.a) the Company need not distribute any STACS Tokens to you nor, in either case, to any other person or entity;

A.5.4.1.b) the Company may request, require or facilitate that steps be taken to ensure the full return of any STACS Tokens that you hold;

A.5.4.1.c) the Company reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for the Company to meet its legal and regulatory obligations; and

A.5.4.1.d) such actions will be irrespective of any original contribution that has been made by you to the Company and/or any other third party in respect of the Rock Token, and the Company is not required to provide reasons.

A.6. **Transferability**

6.1 Subject to applicable lock-up periods and the Company's sole discretion, activation of STACS Tokens will be made on or around 23 November 2018.

6.2 STACS Tokens are not transferable prior to activation. Prior to activation of any STACS Tokens, you cannot transfer nor attempt to transfer (whether by legal or equitable assignment, trust, charge, sub-contract, novation or otherwise), STACS Tokens or any part or the whole of your rights, title or interest under these T&Cs, including your right to claim those STACS Tokens, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognised by, nor binding on, the Company.

- 6.3 STACS Tokens are transferable, after activation by the Company, subject to these T&Cs.
- 6.4 After activation, you may transfer to another wallet or address any STACS Tokens which you lawfully hold. Such transfer will be deemed effective, and a transfer of any STACS Tokens will only be effective, as at the time and date of the relevant transaction being included in a block on the Ethereum blockchain which has received such number of confirmations as the Company considers necessary for that transaction to be considered irreversible.
- 6.5 If you transfer STACS Tokens to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that STACS Token is further transferred are each deemed to be bound by these T&Cs as Holders for the period of time they hold such STACS Tokens.
- 6.6 By transferring any STACS Token you assign all your rights, title and interest under these T&Cs to the owner of the wallet or address to which you transfer that STACS Token.
- 6.7 The owner of the wallet in which any STACS Token is held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that STACS Token for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Company nor any other person will be liable for so treating that person as absolute owner.
- 6.8 The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effect the transfer of any STACS Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Ethereum blockchain in accordance with clause After activation, you may transfer to another wallet or address any STACS Tokens which you lawfully hold. Such transfer will be deemed effective, and a transfer of any STACS Tokens will only be effective, as at the time and date of the relevant transaction being included in a block on the Ethereum blockchain which has received such number of confirmations as the Company considers necessary for that transaction to be considered irreversible. above.
- 6.9 Notwithstanding any other provision in this clause 6, the Company reserves the right to treat as void any transfer of a STACS Token which the Company reasonably believes to be unlawful for any reason.
- 6.10 Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of STACS Tokens or any such market's liquidity

A.7. **Token utility**

7.1 Ownership of STACS Tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the GBX Platform as available from time to time, (as further described in the GBX Whitepaper). Any potential future right or expectation relating to the provision and receipt of services on the GBX Platform is subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).

7.2 You acknowledge and accept that STACS Tokens do not represent or constitute:

A.7.2.1.a) any ownership right or stake, share, equity, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, commodity, bond, warrant, certificate debt or hybrid instrument or any other financial instrument or investment entitling the holder to interest, dividends or any kind or return or carrying equivalent rights (including in respect of the Company or the GBX Platform);

A.7.2.1.b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the GBX Platform;

A.7.2.1.c) any form of currency, money, deposit or legal tender, whether fiat or otherwise, in any jurisdiction, nor do they constitute any substitute or representation of currency, money, deposit or legal tender (including electronic money); or

A.7.2.1.d) right, title, interest or benefit whatsoever in whole or in part, in the GBX Platform, the Company or any assets related to either of them, except that STACS Tokens may in future be used in connection with transaction on the GBX Platform if and when it is developed and deployed, subject to these T&Cs and the terms and conditions of the GBX Platform.

7.3 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of clause You acknowledge



and accept that STACS Tokens do not represent or constitute: do not apply to the transfer of STACS Tokens under these T&Cs or to your storage, sale and/or transfer of STACS Tokens.

7.4 The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that STACS Tokens will confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the GBX Platform in the future.

7.5 You acknowledge and agree that:

A.7.5.1.a) you have no expectation of obtaining any governance rights over the GBX Platform or of influencing the development of the GBX Platform except as otherwise agreed in writing by the Company;

A.7.5.1.b) any and all rights attached to STACS Tokens are derived directly from those previously attached to the Rock Token;

A.7.5.1.c) the number of STACS Tokens required for any particular transaction in respect of the GBX Platform will be determined by the Company; and

A.7.5.1.d) there is no guarantee or assurance of the quality, nature or standard of the services of the GBX Platform, features and/or attributes (if any) that will be made available through the GBX Platform in the future.

A.8. **Holder's representations and warranties**

8.1 By participating in the Token Swap and accepting the STACS Token(s) issued to you, you hereby represent and warrant the matters set out in Schedule 2 of these T&Cs.

8.2 You undertake and agree to notify the Company immediately if any of the representations and warranties set out in set out in Schedule 2 of these T&Cs becomes untrue, incomplete, invalid or misleading in any respect.

- 8.3 If you cannot make all of the representations and warranties set out in set out in Schedule 2 of these T&Cs, you must not seek to hold any STACS Tokens. Any STACS Tokens distributed to you or held by you in violation of this clause are deemed void and will not be recognised by nor binding on the Company.
- 8.4 The Company reserves the rights to withhold the issue of STACS Tokens to, any Holder who has made a false, incomplete or misleading representation, in the opinion of the Company or which may, in the Company's view, otherwise breach applicable law.

A.9. Risks

- 9.1 You acknowledge and agree that the creation and issue of STACS Tokens and the continuous development of the GBX Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 3 of these T&Cs.

BY ACCEPTING THESE T&Cs YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 3 AND THAT THE RISK FACTORS SET OUT IN SCHEDULE 3 ARE NOT NOR ARE INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

A.10. Audit of the Smart Contract System

- 10.1 The Company will exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.
- 10.2 Notwithstanding clause The Company will exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code., smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted may raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and STACS Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs.

A.11. Security

- 11.1 You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and store STACS Tokens that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your STACS Tokens. The Company is not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of STACS Tokens nor will we be under any obligation to recover or return any STACS Tokens.
- 11.2 The Company 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) STACS Tokens issued to you.

A.12. Intellectual property

- 12.1 In this clause 12, “**Company’s IP Rights**” means in relation to the Company, the STACS Tokens, the Token Swap, the GBX Website, the GBX Platforms and associated projects, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.
- 12.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company’s IP Rights. We at all times retain ownership, including all rights, title and interests in and to the Company’s IP Rights and you understand and accept that by accepting the Token Swap pursuant to these T&Cs you will not:

A.12.2.1.a) acquire or otherwise be entitled to any Company’s IP Rights;

A.12.2.1.b) make a claim in respect of any Company’s IP Rights or any other equivalent rights; or

A.12.2.1.c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company’s IP Rights, except with our prior written consent.

A.13. **Indemnity**

13.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, associates, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Indemnified Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

A.13.1.1.a) your receipt or use of STACS Tokens under these T&Cs;

A.13.1.1.b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;

A.13.1.1.c) your breach of any of the terms and conditions set out in these T&Cs; or

A.13.1.1.d) your breach of any rights of any other person or entity.

13.2 The Company reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, associates, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Indemnified Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:.

13.3 The indemnity set out in this clause Indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.

A.14. **Disclaimers**

14.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

A.14.1.1.a) STACS Tokens are issued on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the STACS Tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

A.14.1.1.b) we do not represent or warrant that STACS Tokens are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and

A.14.1.1.c) we cannot and do not represent or warrant that STACS Tokens or the distribution mechanism for STACS Tokens are free of viruses or other harmful components.

14.2 Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. STACS Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

14.3 No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

A.15. **Limitation of liability**

15.1 To the fullest extent permitted by applicable law, in no circumstances will:

A.15.1.1.a) the Company or any of the Company Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the issue, storage, transfer or use of STACS Tokens or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company Indemnified Parties have been

advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

A.15.1.1.b) the aggregate liability of the Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use STACS Tokens, exceed the amount of your contribution in relation to the original Rock Token sale, if applicable.

15.2 The limitations and exclusions of liability set out in clause To the fullest extent permitted by applicable law, in no circumstances will: do not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of any Company Indemnified Party, nor will it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

A.16. **Assignment and novation**

16.1 The Company may assign, transfer, novate or otherwise deal in any manner, all or any part of the benefit of these T&Cs and any of its rights, remedies, powers, duties and obligations under these T&Cs to any person, without your consent and in any way the Company considers appropriate.

16.2 You agree that you may not claim against any assignee, transferee or any other person who has an interest in these T&Cs, any right of set off or other rights that you have against the Company.

A.17. **Termination**

17.1 Notwithstanding any other provision of these T&Cs, the Company may at any time and for any reason immediately terminate these T&Cs as between you and it without prior notice or need to specify reasons, including if:

A.17.1.1.a) you have breached any provision of these T&Cs or acted in a manner which clearly shows that you do not intend to or are unable to comply with any provision in these T&Cs;

A.17.1.1.b) the Company reasonably considers it is required to do so by the application of any laws or regulations or by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction); or

A.17.1.1.c) the Company determines that performing its obligations under these T&Cs is no longer commercially viable.

17.2 Subject to these T&Cs, nothing in this clause affects your rights to any STACS Token of which you are absolute owner.

A.18. **Survival**

The following clauses survive termination of these T&Cs and remain binding and effective at all times:

A.18.1.1.a) this clause;

A.18.1.1.b) clause Token (“Token utility”);

A.18.1.1.c) clause Holder’s representations and warranties (“Holder’s representations and warranties”);

A.18.1.1.d) clause Intellectual property (“Intellectual property”)

A.18.1.1.e) clause Indemnity (“Indemnity”);

A.18.1.1.f) clause Limitation of liability (“Limitation of liability”);

A.18.1.1.g) clause Waiver of set-off (“Waiver of set-off”);

A.18.1.1.h) clause (“Personal Data”); and

A.18.1.1.i) clause Dispute resolution by arbitration (“Dispute resolution by arbitration”).

A.19. **Waiver of set-off**

You acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of STACS Tokens or under these T&Cs under the laws of any jurisdiction.

A.20. **Taxation**

20.1 You are solely responsible for determining whether the creation, ownership, use, sale, transfer or liquidation of STACS Tokens, the potential appreciation or depreciation in the value of STACS Tokens over time (if any), the allocation of STACS Tokens and/or any other action or transaction contemplated by these T&Cs or related to the GBX Platform will give rise to any tax implications on your part.

20.2 You are 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 you may be liable to pay tax. The Company is not 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 the issue of STACS Tokens under or in connection with these T&Cs.

20.3 You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of STACS Tokens or any other action or transaction related to the GBX Platform or the Token Swap.

A.21. **Personal Data**

21.1 When implementing the Token Swap, we may process information and documents relating to (without limitation):

A.21.1.1.a) your identity;

A.21.1.1.b) your address;

A.21.1.1.c) the source of your wealth; and

A.21.1.1.d) any other documents or data from which you can be identified,

(together your “**Personal Data**”).

21.2 We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

21.3 We will process your Personal Data in accordance with the Data Protection Act 2004 of Gibraltar and the General Data Protection Regulation, as may be amended (“**Data Protection Rules**”).

21.4 For more detail on how we process your Personal Data, see our Privacy Notice on gbx.gi (as amended from time to time), terms of which are hereby incorporated by reference.

A.22. **Dispute resolution by arbitration**

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

22.1 **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

- 22.2 **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these T&Cs is personal to you and the Company and will 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. 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.
- 22.3 **Arbitration Rules.** The enforceability of this clause Dispute resolution by arbitration will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.
- 22.4 **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company must be sent by e-mail to the Company at support@gbx.gi. Notice to you will be sent to any address you provide to us in writing. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause 22, commence an arbitration proceeding or, to the extent specifically provided for in clause 22, file a claim in court.
- 22.5 **Process.** Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed by the Gibraltar Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.
- 22.6 **Authority of Arbitrator.** These T&Cs, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these T&Cs. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

- 22.7 **Arbitration Rules.** The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration>. By agreeing to be bound by these T&Cs, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.
- 22.8 **Severability of Dispute Resolution and Arbitration Provisions.** If any term, clause or provision of this clause Dispute resolution by arbitration is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause Dispute resolution by arbitration will remain valid and enforceable. Further, the waivers set forth in clause No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs is personal to you and the Company and will 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. 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. above are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.
- A.23. **Miscellaneous**
- 23.1 The Holder understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to STACS Tokens losing intrinsic value.
- 23.2 We may amend these T&Cs from time to time, including where there are changes to the intended utility of STACS Tokens, where adjustments are required to give effect to the intended operation of the STACS Tokens and/or GBX Platform, to make any essential corrections, or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the GBX Website and we will change the “Version” number at the top of these T&Cs. Any amended T&Cs becomes effective immediately upon the publication of notice and updated T&Cs on the GBX Website. It is your responsibility to regularly check the GBX Website for any such notices and updated T&Cs.
- 23.3 For the avoidance of doubt, we may vary these T&Cs to give effect to future token swaps on the same terms as the T&Cs in effect at the time.

- 23.4 If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision will be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which remains in full force and effect.
- 23.5 These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.
- 23.6 You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Company in relation to the subject matter of these T&Cs at any time before your acceptance of them (“**Pre-Contractual Statements**”), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
- 23.7 Nothing in these T&Cs creates any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the GBX Platform.
- 23.8 You acknowledge and agree that no other Holder owes you any obligation under these T&Cs including any rights of contribution.
- 23.9 Subject to clause Dispute resolution by arbitration, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) will be governed by and construed in accordance with Gibraltar Law.
- 23.10 Subject to clause Dispute resolution by arbitration, the Parties irrevocably agree that the Gibraltar courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).
- 23.11 Any indemnity, reimbursement or similar obligation in these T&Cs given in favour of the Company:

A.23.11.1.a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this document, any settlement or any other thing; and

A.23.11.1.b) is independent of any other obligations under these T&Cs and continues after termination of them.

It is not necessary for the Company to incur any expense or make payment before enforcing a right of indemnity in connection with the subject of these T&Cs.

23.12 Without limiting any other disclaimer in these T&Cs or elsewhere, the Company is not liable for any loss, liability, costs or expenses arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with these T&Cs.

23.13 To the fullest extent permitted by law, you irrevocably and unconditionally waive, with respect to yourself and any of your revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

A.23.13.1.a) suit;

A.23.13.1.b) jurisdiction of any court;

A.23.13.1.c) relief by way of injunction or order for specific performance or recovery of property;

A.23.13.1.d) attachment of assets (whether before or after judgment); and

A.23.13.1.e) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and you irrevocably agree, to the fullest extent permitted by applicable law, that you will not claim any immunity in any such proceedings).



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SCHEDULE 1

POSSIBILITY OF CHANGE TO THE UTILITY OF STACS TOKENS

AS THE REGULATORY LANDSCAPE RELATING TO TOKENS EVOLVES, WE MAY DECIDE TO AMEND THE INTENDED UTILITY OF STACS TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE WILL PUBLISH A NOTICE ON THE GBX WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE UTILITY OF STACS TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE GBX WEBSITE FOR ANY SUCH NOTICES.

STACS Tokens CREATION AND INTENDED DISTRIBUTION

It is intended that a total of 900,000,000 STACS Tokens are created, to be distributed in such a way as to achieve a one for one swap with existing Rock Tokens.

SCHEDULE 2

HOLDER'S REPRESENTATIONS AND WARRANTIES

By accepting these T&Cs, you hereby represent and warrant that:

1. you have read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. you are not a statutory corporation, governmental or semi-governmental authority;
4. the acceptance of these T&Cs and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Holder's constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Holder by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Holder is a party or by which the Holder is bound;
5. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH and/or BTC), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
6. you understand that STACS Tokens confer only a limited potential future right or expectation to use and interact with the GBX Platform as more particularly described in the GBX Whitepaper, and that STACS Tokens confer no other rights of any kind with respect to the Company and/or the GBX Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
7. if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;
8. if you are accepting the issue of STACS Tokens as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;



9. if you are accepting the issue of STACS Tokens for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Holder", "your" or "you" is a reference to the entity or person on whose behalf you are authorised to make a contribution);

10. you are accepting the issue of STACS Tokens to support the development, testing, deployment and operation of the GBX Platform and to potentially use and interact with the GBX Platform at a future point in time. You are not receiving STACS Tokens under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

11. you will not use STACS Tokens to finance, engage in, or otherwise support any unlawful activities;

12. receiving STACS Tokens under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject;

13. you are not a citizen of or resident or domiciled in any of the following:
 - a. Afghanistan
 - b. Bahamas
 - c. Botswana
 - d. Central African Republic
 - e. Democratic Republic of the Congo
 - f. Cuba
 - g. Eritrea
 - h. Ethiopia
 - i. Guinea-Bissau
 - j. Ghana
 - k. Haiti
 - l. Iran
 - m. Iraq
 - n. Japan
 - o. North Korea
 - p. Lebanon
 - q. Libya
 - r. Myanmar
 - s. Pakistan
 - t. Serbia
 - u. Somalia
 - v. South Sudan
 - w. Sri Lanka
 - x. Sudan
 - y. Syria

- z. Trinidad & Tobago
- aa. Tunisia
- ab. Uganda
- ac. United States of America
- ad. Vanuatu
- ae. Venezuela
- af. Yemen

each a “Prohibited Jurisdiction”

nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction;

14. you are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these T&Cs or the distribution, holding, use or exchange of STACS Tokens is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
15. you are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which the Company has notified on the GBX Website as being subject to prohibitions or restrictions on the holding of STACS Tokens;
16. you will observe all applicable laws and regulations in such manner that will, to the best of your knowledge and belief, result in compliance by you and the Company in any jurisdiction in which you directly or indirectly:
 - a) purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange STACS Tokens;
 - b) enter into or perform your obligations under these T&Cs; or
 - c) distribute these T&Cs or any advertisement or similar material;
17. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;



18. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of STACS Tokens;
19. you will keep an Ethereum wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as STACS Tokens);
20. you enter into these T&Cs voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered necessary; and
21. you understand and accept the risks of participating in Token Swaps relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial.

SCHEDULE 3

RISK FACTORS

THE FOLLOWING IS NOT NOR IS IT INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

- Risk of software weaknesses:** because STACS Tokens, the Smart Contract System and the GBX Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on STACS Tokens, the Smart Contract System and/or the GBX Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the STACS Tokens (including the utility of STACS Tokens for obtaining services), the Smart Contract System and/or the GBX Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating STACS Tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or STACS Tokens.
- Regulatory risk:** blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the GBX Platform, including its termination and the loss of STACS Tokens for the Holder.
- Risks associated with uncertain regulations and enforcement actions:** the regulatory status of STACS Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the GBX Platform and STACS Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the GBX Platform and STACS Tokens. Regulatory actions could negatively impact the GBX Platform and STACS Tokens in various ways, including, for purposes of illustration only, through a determination that STACS Tokens are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
- Risk of abandonment / lack of success / business failure:** the creation and issue of STACS Tokens and the further development of the GBX Platform may be abandoned, may suffer from lack of success and may suffer business failure for a number of reasons including but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing

projects). There is no assurance that, you will receive any benefits through STACS Tokens that you hold.

5. **Risk associated with other applications:** the GBX Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which STACS Tokens will have no intrinsic value. This means that competitors may produce platforms that compete with the GBX Platform and may not accept STACS Tokens as payment for services within such platforms; further, such platforms may become more popular and have greater success than the GBX Platform. In the long term, the GBX Platform may fail to attract a critical mass of users. The GBX Platform may be merged with other projects. Various circumstances, including technical advancement and competitors, may render the GBX Platform obsolete.

6. **Risks associated with markets for STACS Tokens:** To the extent that any third party ascribes an external exchange value to STACS Tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are holding STACS Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the STACS Tokens are not offered by the Company or its affiliates on an investment basis.

7. **Risk of losing access to tokens due to loss of private key(s), custodial error or your error:** STACS Tokens can only be accessed by using an Ethereum wallet with a combination of the Holder's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained STACS Tokens associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your STACS Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store STACS Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your STACS Tokens.

8. **Risk of theft and vulnerabilities:** the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or STACS Tokens, adversely impacting the ability to further develop the GBX Platform and/or related projects and derive any usage or functionality from STACS Tokens. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the GBX Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the GBX Platform, which could negatively affect the GBX Platform and STACS Tokens.

9. **Risk of Ethereum mining attacks:** as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the distribution of the STACS Tokens via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the STACS Tokens losing intrinsic value and/or functionality.

10. **Risk of incompatible wallet service:** the wallet or wallet service provider used to receive STACS Tokens must conform to the ERC20 token standard in order to be technically compatible with STACS Tokens. The failure to ensure such conformity may have the result that Holder will not gain access to his STACS Tokens.

11. **Risk of uninsured losses:** unlike bank accounts or accounts at some other financial institutions, STACS Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

12. **Risks arising from taxation:** the tax characterization of STACS Tokens is uncertain. You must seek your own tax advice in connection with receipt, storage, transfer and use of STACS Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, capital taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

13. **Risk of dissolution of the Company or network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic assets and fiat currencies), decrease in STACS Tokens utility due to negative adoption of the GBX Platform, the failure of commercial relationships, or intellectual property ownership challenges, the GBX Platform may no longer be viable to operate and the Company may dissolve and may not be able to continue the development of the GBX Platform.

14. **Risks arising from lack of governance rights:** because STACS Tokens confer no governance rights of any kind with respect to the GBX Platform or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the GBX Platform including, but not limited to, decisions to discontinue the GBX Platform, to create and issue more STACS Tokens, will be made by

the Company. These decisions could adversely affect the GBX Platform and/or STACS Tokens you hold.

15. **Risks arising from the market in which the GBX Platform operates:** the crypto-currency exchange market, the token listing and trading market, ICOs, and by extension the GBX Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the GBX Platform could be enacted, which could impact the utility of STACS Tokens in the GBX Platform. Additionally, GBX Platform users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the GBX Platform and the STACS Tokens, including its utility to obtain or provide services within the GBX Platform.

16. **Risks associated with the development and maintenance of the GBX Platform:** Although we intend for the STACS Tokens and GBX Platform to function as described in the GBX Whitepaper, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the STACS Tokens or the GBX Platform for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the GBX Platform, what products or services will be offered through the GBX Platform by third parties, or how third-party products and services will utilize STACS Tokens (if at all). This could create the risk that the STACS Tokens or GBX Platform, as further developed and maintained, may not meet your expectations at the time of receipt. Furthermore, despite our good faith efforts to develop and participate in the GBX Platform, it is still possible that the GBX Platform will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the GBX Platform and STACS Tokens, and the potential utility of the STACS Tokens, including the utility of the STACS Tokens for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Swap.

17. **Risks associated with incomplete information regarding the GBX Platform:** you will not have full access to all the information relevant to the Company and/or the GBX Platform. The Company is not required to update you on the progress of the GBX Platform. You are responsible for making your own decision in respect of purchasing STACS Tokens. The Company does not provide you with any recommendation or advice in respect of the purchase of STACS Tokens. You may not rely on the Company to provide you with complete or up to date information.

18. **Risk of competing platforms:** it is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the GBX Platform and attempt to facilitate services that are materially similar to the services offered by or within the GBX Platform. The GBX Platform may compete with these alternatives, which could negatively impact the GBX Platform and STACS

Tokens, including the utility of the STACS Tokens for obtaining services offered by or within the GBX Platform.

19. **Jurisdiction related risks:** residents, tax residents or persons having a relevant connection with certain jurisdictions are excluded from the Token Swap. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that the distribution, holding, use or exchange of STACS Tokens is, and remains lawful despite changes to applicable laws, your residence and circumstances.

20. **Unanticipated risks:** cryptographic tokens such as STACS Tokens are a new and untested technology. In addition to the risks set out in this Schedule 3, there are other risks associated with your receipt, storage, transfer and use of STACS Tokens, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3.

21. **Brexit risk:** Gibraltar is a British Overseas Territory. It is part of the EU, having joined the European Economic Community with the United Kingdom in 1973 by virtue of Article 355(3) (ex Article 299(4)) which applies the treaty to ‘the European territories for whose external relations a Member State is responsible’, a provision which in practice only applies to Gibraltar. By virtue of this, Gibraltar is required to enact all EU directives and regulations. The Government of Gibraltar may fail to enact an EU directive or regulation or may enact an EU directive or regulation erroneously. This could negatively impact on the jurisdiction and consequently the Company’s activities. On 23 June 2016, the UK voted to leave the EU and there is a risk that a change to the UK’s status within the EU could impact on Gibraltar’s position within the EU, including Gibraltar having to assume any new status adopted by the UK. If Gibraltar’s status within the EU changes or if Gibraltar were to leave the EU, this could restrict and/or prevent Gibraltar entities (current and future) from conducting business with the EU. This could significantly impact upon the Company’s activities undertaken from within Gibraltar.