

KOINASCENT.COM
KADX TOKEN
Crowd Sale
Terms and Conditions

This agreement (“Agreement”) is entered into by and between:

Ascent Organization LLC (“Company”),

a company incorporated in Bermuda and having its registered office at 1 Victoria Street,
Hamilton HM 11, Bermuda

(and shall include its successors and assigns);

and

you or the entity you represent (“Buyer”) (and shall include its successors and assigns)

(collectively referred to as the “Parties” and each individually as a “Party”).

RECITALS:

Whereas the Company has set up the ‘KOINASCENT’ platform (“KOINASCENT Platform”) on the Website (as hereinafter defined) for trading of bitcoins and certain other cryptocurrencies; and

The Company is issuing Ethereum-based ERC20 tokens through an ‘initial coin offering’ process (“KADX Tokens”) on the Website, which the Buyer is desirous of purchasing.

A) DEFINITIONS

In addition to the definitions contained elsewhere in the text of this Agreement, the following terms and expressions shall have the meaning ascribed to them here below:

“Binding Arbitration” has the meaning set out in Article 15.2.

“Company Parties” means Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns. “Company Party” means one of the foregoing, as the case may be.

“Currency” means bitcoin, United States Dollars (USD) or Indian Rupees (INR), as the case may be.

“Damages” means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

“Disbursement Interval” shall mean 24 hrs or any other interval determined by the Company at its sole discretion.

“Disputes” has the meaning set out in Article 15.1.

“ICO Period” means Opening – Closing Date as specified on platform.

“Intellectual Property” has the meaning set out Article 10.2.

“Reward Distribution Percentage” has the meaning set out in Article 5.1.

“Arbitration” has the meaning set out in Article 15.2.

“Arbitration Rules” has the meaning set out in Article 15.2.

“Terms of Use” means the document describing the terms of use of the Website available on the Website at KOINASCENT.COM (as may be amended from time to time).

“Website” has the meaning set out in Article 3.1.

B) The Company has set out Terms of Use, which are hereby incorporated into this Agreement by reference. Buyer has read, understands and agrees to those terms.

C) ACCEPTANCE OF AGREEMENT AND PURCHASE OF KADX TOKENS

This Agreement shall be effective and binding on the Parties when Buyer: (a) [logs in to the Website after registration / clicks the relevant check box on the official <http://KOINASCENT.COM/> website (the “Website”)] to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Buyer [clicking the purchase button on the Website to purchase KADX Tokens / Company’s receipt of payment from Buyer for purchase of KADX Tokens]. Buyer agrees to be bound on this basis and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

The Buyer may purchase the KADX Token through the initial coin offering process during the ICO Period in accordance with this Agreement.

By purchasing KADX Tokens in accordance with this Agreement, the Buyer acknowledges and agrees that fully and unconditionally accepts the Company’s offer for purchase and use of the KADX Tokens, without any reservation or exception.

During the ICO Period, KADX Tokens can be purchased by exchange of [Cryptocurrency like Bitcoins] for KADX Tokens, at an initial exchange rate of 1 (one) KADX Token for 1 (one) USD. However, there are no guarantees by the Company as to the price of KADX Tokens purchased by Buyer and no guarantees that the price per KADX Token determined by the market will be equal to or higher than the initial price subsequent to the purchase of KADX Tokens.

Any and all amounts paid by the Buyer towards purchase of KADX Tokens [shall not be refundable to the Buyer] and purchases of KADX Tokens cannot be cancelled. Buyer cannot make any claims for any actual amounts paid towards purchase of KADX Tokens or Damages or any other amounts relating to such purchase and will not receive money or other compensation for any KADX Tokens purchased.

The Company shall reserve the right to refuse selling the KADX Tokens to anyone who does not meet criteria necessary to purchase them, as set out hereunder or by the applicable law.

The KADX Tokens shall be issued in a limited number. All the KADX Tokens shall be of equal functionality.

D) PURPOSE AND USE OF KADX TOKENS.

No Purpose. As mentioned above, the KADX Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although KADX Tokens may be tradable peer to peer on the KOINASCENT Platform or any other exchange, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the KADX Tokens will be utilized by Company in its sole discretion.

The Buyer acknowledges, understands and agrees that ownership of the KADX Tokens does not grant the Buyer the right to receive profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in the Company, or KOINASCENT Platform, or any other Company property or any part of it.

The Buyer is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and blockchain technologies, including but not limited to: (a) risk of losing access to tokens due to loss of private key(s), (b) risks associated with the Ethereum platform protocol, (c) risk of hacking and security weaknesses, (d) risk of uninsured losses, (e) risks associated with uncertain regulations and enforcement actions.

The KADX Tokens should not be deemed as securities or a collective investment scheme:(a) the KADX Tokens do not grant to the Buyer any voting or ownership rights;(b) the KADX Tokens do not grant to the Buyer any return on investment; and (c) the KADX Tokens do not grant to the Buyer any profit and passive income from the ownership of the KADX Tokens.

The KADX Tokens are not intended to be securities under the laws of any jurisdiction and are not registered with any government entity as a security, and shall not be considered as such.

By purchasing the KADX Tokens, the Buyer expressly acknowledges and assumes the risks specified in this Article.

E) REWARDS FOR TOKEN HOLDERS

A certain percentage of the aggregate trading fees collected by the Company for use of the Website and KOINASCENT Platform ("Reward Distribution Percentage") shall be distributed pro rata between each of the holders of the KADX Tokens at the Disbursement Interval.

The Company has the right to modify the Reward Distribution Percentage from time to time, at its sole discretion.

F) USE OF THE COMPANY WEBSITE

After registration on the Website, the Buyer receives a login and password to access the Website and the KOINASCENT Platform.

By using the login and password, the Buyer confirms the information submitted by the Buyer in electronic form, which shall be accepted by the Buyer and the Company to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of login and password of the Buyer are considered to be executed by the Buyer.

Buyer's account registration constitutes an acknowledgement that Buyer is able to electronically receive, download, and print this Agreement and any amendments to it.

G) USE OF KADX TOKENS

Buyer shall not, and shall not allow any third party to:

(a) insert into the KOINASCENT Platform and the KADX Tokens any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the KOINASCENT Platform and the KADX Tokens to cease operating, or to damage, interrupt, or interfere with any end user data; or (b) use the KADX Tokens for of illegal or unlawful actions or other unauthorized purposes.

H) REPRESENTATIONS AND WARRANTIES

By purchasing the KADX Tokens, the Buyer represents and warrants that:

(a) The Buyer has read and understand this Agreement in full;

(b) Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, purchase KADX Tokens, and to carry out and perform its obligations under this Agreement. Further, (i) if an individual, Buyer is at least 18 (eighteen) years old and/or of sufficient legal age and capacity to purchase KADX Tokens; and (b) If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

(c) No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (i) any provision of Buyer's organizational documents, if applicable; (ii) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

(d) No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than the Buyer.

(e) Funds and Payments.

(i) Funds. The funds, including any Currency Buyer uses to purchase KADX Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the KADX Tokens to finance, engage in, or otherwise support any unlawful activities.

(ii) Payments. All payments by Buyer under this Agreement will be made only in the Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the

regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

(f) Miscellaneous Regulatory Compliance.

(i) Anti-Money Laundering and Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.

(ii) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or KADX Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with KADX Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

(g) the Buyer fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the KADX Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the KADX Tokens;

(h) the Buyer fully understands, realizes and agrees that the KADX Tokens are created on a blockchain and do not grant to the Buyer any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the KADX Tokens;

(i) the Buyer will not forge, or otherwise manipulate any personal or non-personal data requested by the Company in the process of the Buyer's registration, or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Company in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Company or in accordance with the applicable law or otherwise;

(k) the Buyer is not a citizen or resident of Bermuda, USA, Singapore or China or of any geographic area in which access to or use of the cryptocurrency or digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; and

(l) the Buyer does not intend to hinder, delay or defraud the Company or any other users of the Website of the KOINASCENT Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or Singapore or in any place in the world.

I) TAXES

Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of KADX Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

The Buyer shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under this Agreement.

J) INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

No Claim, Loan or Ownership Interest. The purchase of KADX Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; and (b) is not a loan to Company.

Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon ("Intellectual Property"). Buyer may not use any of Company's Intellectual Property for any reason without Company's prior written consent.

K) DISCLAIMERS

Buyer expressly acknowledges, understands and agrees that Buyer is using and purchasing KADX Tokens at the Buyer's sole risk and that the KADX Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

(A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE KADX TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

Term and Termination

This Agreement between the Company and the Buyer shall commence in accordance with Article 3.1 of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

The Company shall have the right at its sole discretion and without any prior written notice terminate this Agreement if:

- (a) the Buyer provides invalid data to complete the registration process;
- (b) the Buyer fails to comply with the requirements of Article 8 of this Agreement; or
- (c) the Buyer fails to comply with the other terms and conditions of this Agreement.

Upon termination of this Agreement, for whatever reason, all licenses granted by the Company to the Buyer under this Agreement, the Buyer's user account on the Website and [Buyer's KADX Tokens] shall be immediately terminated without any data restoration.

Upon termination of this Agreement, each Party will remain liable to the other for any amounts due and owing to the other Party as of the date of termination, and such obligation to pay shall survive any termination of this Agreement.

In case of the Buyer's violation of its obligations under Article 8 of this Agreement, the Company reserves the right to (a) terminate the Buyer's account on the Website, (b) demand full compensation from the Buyer for losses caused by every violation; (c) bring a case before a court if the compensation does not cover the Company's loss; (d) release the information relating to the Buyer's identity and location to any authorized officer in accordance with the applicable law.

Risks Relating to KADX Tokens

Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact KADX Tokens in various ways, including, for example, through a determination that KADX Tokens are regulated financial instruments that require registration.

Risk of Government Action. As noted in this Article 13, the industry in which the Company operate is new, and may therefore be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. All of this may subject the Company to judgments, settlements, fines or penalties, or cause Company to restructure their operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the KADX Tokens and/or the development of the Website or the KOINASCENT Platform.

Disposal of Tokens. If any event specified in Article 13.1 or Article 13.2 occurs or for any other reason (including if the decision of any state, governmental, regulatory or legal authority affects the operation of the business of the Company or makes it unlawful or commercially undesirable), Company may: (a) cease the distribution of any KADX Tokens, and discontinue, dilute, burn or terminate any existing KADX Tokens; or (b) cease the development of the Website and the KOINASCENT Platform or operations in any jurisdiction.

Limitation of Liability and Indemnification

Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever for a Company Party. Each of the Company Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Company Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from

a Company Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

Force Majeure. 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, labour 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 blockchain-related protocol.

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

Indemnification. (a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Company Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Company Party arising from or relating to: (i) Buyer's purchase or use of KADX Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Article 14.4.

Dispute Resolution

Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, (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 (as hereinafter defined).

Binding Arbitration. Any Dispute not resolved within [90] (ninety) days as set forth in Article 15.1 shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of Bermuda Arbitration for the time being in force, except as they may be modified herein or by mutual agreement of the Parties, which rules are deemed to be incorporated by reference in this article. The number of arbitrators shall be [5 Five] who shall be selected by [Company]. The seat, or legal place, of arbitration shall be Bermuda. The language to be used in the arbitral proceedings shall be English. This contract is governed by the laws of Bermuda. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay.

Class Action Suits

Buyer will not initiate, join nor participate in any class action suit against the [company] in any jurisdiction.

Miscellaneous

Assignment. Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Article 16.1 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Company Party about the KADX Tokens, the KOINASCENT Platform, blockchain tokens or any other tokens on the KOINASCENT Platform.

Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If any of the provisions of this Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Amendment of this Agreement. Company may amend this Agreement at any time by posting a revised version on the Website, available at [KOINASCENT.COM]. The modified terms will become effective upon posting. It is the Buyer's responsibility to check the Website regularly for amendments to this Agreement.

No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

No Partnership, No Agency, and No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute either Party as the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company may provide Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of KADX Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.