

GENERAL CONDITIONS FOR THE IMPLEMENTATION OF TOKENS

Term	Definition
Cryptoplatform Operator	<p>A resident of the Hi-Tech Park who, using the information system, provides individuals and (or) legal entities, including non-residents of the Republic of Belarus, with the opportunity to make the following transactions (operations) between themselves and (or) with the operator of the crypto platform):</p> <ul style="list-style-type: none"> - alienation, acquisition of digital signs (tokens) for Belarusian rubles, foreign currency, electronic money; - exchange of digital signs (tokens) of one type for digital signs (tokens) of another type; - other transactions (operations) in accordance with the requirements of Decree No. 8. <p>Unless otherwise specified in the text of the document, the Operator of the cryptoplatform means an Organization ("ERPBEL Ltd").</p>
Trading System	<p>Information system (part of it) The operator of the cryptoplatform, within which the following operations are carried out::</p> <ul style="list-style-type: none"> - acceptance, control and registration of applications for the purchase and (or) sale of tokens for money or electronic money, or the exchange of tokens of one type for tokens of another type in this system; - making transactions for the purchase and sale of tokens for money or electronic money, or exchanging tokens of one type for tokens of another type; determining the prices of tokens; - determining the requirements and obligations of the parties based on the results of transactions with tokens, as well as ensuring the execution of these transactions; - preparation and formation of accounting documents based on the results of transactions with tokens; - storage, processing and disclosure of information necessary for the execution and execution of transactions with tokens; - performing other functions necessary for the organization of token trading.
Website, www.bynex.by	<p>The website of the Cryptoplatform Operator, which allows access to the user interface of the Information System of the Cryptoplatform Operator, located at https://bynex.by</p>
User	<p>An individual, including an individual entrepreneur, or a legal entity, who has visited the Website of the Cryptoplatform Operator and uses the Website of the Cryptoplatform Operator in accordance with the rules of its operation.</p>
User account (account)	<p>User account on the website of the Cryptoplatform Operator www.bynex.by, through which the User uses the functionality of the Information systems of the Cryptoplatform Operator. The use of the account (account) is carried out through the user's personal account.</p>
User Agreement	<p>The agreement between the User and the Operator of the cryptoplatform, which defines the conditions for the User to use the functionality of the Information System, concluded on the basis of the norms of the current</p>

	legislation of the Republic of Belarus in accordance with the procedure specified in the agreement.
Client	The user is the counterparty of the cryptoplatform operator, who has concluded a corresponding agreement (User Agreement) with him and has passed the verification procedure, with which he makes, or who have applied to him for the following transactions (operations): - alienation, acquisition of digital signs (tokens) for Belarusian rubles, foreign currency, electronic money; - exchange of digital signs (tokens) of one type for digital signs (tokens) of another type; - other transactions (operations) in accordance with the requirements of Decree No. 8.
User Identification	A set of measures to establish User data.
User Verification	A set of measures to confirm the accuracy of the data obtained during the User identification.
Token Bidder	A client who is allowed by the Cryptoplatform Operator to Trade Tokens.
Token Trading	The process of making transactions for the purchase and sale of tokens for money or electronic money or the exchange of tokens of one type for tokens of another type using the Trading System of the Cryptoplatform Operator, which is different from the conclusion of a contract at auction and provides for the conclusion of relevant contracts between the participants of the token trading by placing in the Trading System of the Cryptoplatform Operator the offers and acceptances of applications for the purchase and / or sale of tokens for money or electronic money, or the exchange of tokens of one type for tokens of another type.
Owner of a digital sign (token)	A subject of civil law to whom a digital sign (token) belongs on the right of ownership or on another property right.
Digital sign (token)	An entry in the register of transaction blocks (blockchain), another distributed information system that certifies that the owner of a digital mark (token) has rights to objects of civil rights and (or) is a cryptocurrency.
Local regulations of Organization	Local regulations of Organization determining order for performance of procedures by Organization, as well as actions in the framework of its activities as a resident of High Tech Park.
Order (application)	Application of Trading Participant for token purchase or sale, submitted in accordance with the rules of Cryptoplatform Operator Trading System
Funds	Tokens, money, electronic money used by a trade participant in the course of tokens trade number of which is specified in Account of the tokens trade participant

1. THE PROCEDURE FOR SELLING TOKENS (TRADING TOKENS)

1.1. Token trading is organized by the Cryptoplatform Operator and is carried out within the framework of token pairs approved by the Cryptoplatform Operator. The list of token pairs is determined by the Cryptoplatform Operator and can be changed at any time.

1.2. The types of Orders for the purchase and (or) sale of tokens for money or electronic money, or the exchange of tokens of one type for tokens of another type, submitted by Token Trading

Participants, are presented on the website of the cryptoplatform.

1.3. In order to carry out transactions for the purchase or sale of tokens, the Bidder submits an Order for the operation via the form provided by the interface.

1.4. A Bidder may place an Order only after careful consideration, understanding and acceptance of the consequences of its execution.

1.5. In the Order, the Bidder specifies the data required in accordance with the specifics of Token Trading. If the parameters are specified correctly, the Order is registered in the Trading System, and then the counter Order that meets the conditions is searched for.

1.6. The order of the Token Bidder is registered in the Trading System after checking the availability of sufficient Funds, including tokens, in the corresponding Account of the Token Bidder. The Order will not be registered if the amount of Funds, including tokens, in the Account of the Token Bidder is not sufficient for the transaction.

1.7. The cryptoplatform Operator may set a limit on the number of orders placed by Token Trading Participants within one day. This restriction is communicated to the Participants of Token Trading in the Trading System by posting information on the Organization's website.

1.8. An Order registered in the Trading System is available to all Trading Participants until it is executed or canceled. A registered Order is a Bidder's offer to enter into a transaction. If a counter Order is found, a transaction is made between the Token Bidders and the Funds are exchanged.

1.9. When using the crypto platform, it is not allowed to use the "last look" practice, which provides for the possibility of delaying the execution of orders(orders), changing their conditions or canceling them after the specified moment.

1.10. If a counter Order is not found, the Token Bidder's Order remains active until a counter Order that meets the conditions appears.

1.11. Orders that are not executed or partially executed may be canceled by the Bidder at any time.

1.12. The operator of the crypto platform withholds Remuneration for each transaction in accordance with the terms of the USER AGREEMENT.

1.13. The cryptoplatform operator has the right to participate in the token trading organized by it (including in the interests of clients) only if it discloses information about its participation in the token trading in accordance with the requirements of the HTP, and takes and discloses measures to resolve the conflict of interests arising in connection with such participation.

2. CONDITIONS FOR OBTAINING THE STATUS OF A TOKEN TRADING PARTICIPANT

2.1. Token trading within the Trading System is organized by the Cryptoplatform Operator only with the participation of Clients who have received the status of a Token Trading Participant.

2.2. The cryptoplatform Operator has the right to grant the status of a Token Trading Participant (grant access to Token Trading) only if the following circumstances are present in the aggregate:

2.2.1. The User meets the requirements specified in clause 4.3. of these Terms and Conditions for Clients applying for the status of a Token Trading Participant (granting access to Token Trading);

2.2.2. The User has entered into a USER AGREEMENT with the Cryptoplatform Operator;

2.2.3. The User complies with the requirements for the purpose of participating in the Token Trading specified in clause 4.4. of these Terms and Conditions.

2.3. Requirements for Clients to obtain the status of a Token Trading Participant:

2.3.1. A Token Trading Participant may not be previously excluded from the number of Token Trading participants (withdrawal of the status of a Token Trading Participant) for at least three months prior to the date of applying for the status of a Token Trading Participant (granting access to token trading);

2.3.2. Token Trading participants - individuals-residents of the Republic of Belarus are required to pass a knowledge level test to participate in token trading in accordance with the terms of the USER AGREEMENT;

2.3.3. The Token Trading Participant must read and agree to the rules and documents posted on the Website;

2.3.4. The Token Trading Participant must be fully responsible for making transactions in the Trading System;

2.3.5. The Token Trading Participant undertakes to comply with all the rules provided for in the LNPA of the Cryptoplatform Operator.

2.4. Granting the status of a Token Trading Participant is possible only after passing the verification process in accordance with the LNPA of the Cryptoplatform Operator.

2.5. Following the completion of the identification, verification and conclusion of the User Agreement between the Cryptoplatform Operator and the Client, the Client's Account is created in the information system of the Cryptoplatform Operator. This Account is used by the Token Bidder during the bidding process – to create Orders, as well as to account for money, electronic money, and tokens of the Token Bidder.

2.6. The Token Bidder uses only one Account. The cryptoplatform operator takes measures to exclude the creation of two or more Accounts by Token Bidders.

3. PROCEDURE AND CASES OF SUSPENSION, RESUMPTION, AND TERMINATION OF TOKEN TRADING

3.1. Token trading may be suspended or terminated by the Cryptoplatform Operator in the following cases:

3.1.1. upon detection of the facts of unfair (illegal) use of insider information about tokens and (or) manipulation of token prices;

3.1.2. in case of technical failures (errors) in the Trading System);

3.1.3. as well as in other cases determined by the LR of the Organization.

3.2. In cases of suspension and termination of Token Trading, the cryptoplatform Operator has the right to apply measures to freeze Funds and block financial transactions against Bidders and inform the financial monitoring body about the freezing of Funds or blocking of a financial transaction.

The measures of the Cryptoplatform Operator to freeze Funds owned or owned by persons included in the List of Organizations, individuals, including individual entrepreneurs involved in Terrorist Activities (the List) are defined by the Rules of Internal Control of ERPBEL LLC, which is carried out in order to prevent Legalization.

3.3. Token trading suspended at the initiative of the Cryptoplatform Operator is subject to resumption if the circumstances that became the basis for the suspension or termination of Token Trading are not confirmed as a result of the proceedings.

3.4. The Cryptoplatform Operator informs the Token Trading Participants about the resumption of trading by sending a notification or by posting information on the Website.

4. THE PROCEDURE FOR DETERMINING THE PRICE OF TOKENS. FULFILLMENT OF OBLIGATIONS OF TOKEN TRADING PARTICIPANTS

4.1.1. The price of tokens is determined on the basis of information received from suppliers of information on the flow of quotations (exchange quotations) and taking into account the actual supply and demand for such tokens on the BYNEX crypto platform.

4.1.2. The price of tokens sold at the token auction is determined taking into account the actual supply and demand for these tokens from the participants of the token auction.

4.1.3. The Token Trading Participant performs operations, creates Orders, and performs other actions to participate in Token Trading using the wallets created in the Account.

4.1.4. The operator of the cryptoplatform specifies the information necessary to replenish the Account's wallets and withdraw funds from the wallets in the USER'S Account.

4.1.5. To top up the wallets in the Account, you must transfer funds to the details specified by the Operator of the cryptoplatform. At the same time, the token Bidder independently pays for all commissions and services related to the transfer, and also assumes the risks of specifying incorrect banking details during the transfer.

4.1.6. The Wallet is considered to be replenished by the Token Trading Participant at the time of crediting the corresponding amount of funds to the current account or electronic wallet of the Cryptoplatform Operator, or at the time of reflecting the corresponding entry in the Virtual Wallet of the Cryptoplatform Operator.

4.1.7. Any funds accounted for in the Account's wallets belong to the Token Trading Participant. The operator of the Crypto Platform has the right to freeze funds or write off funds without the order of the Token Trading Participant in cases stipulated by the USER AGREEMENT or other BYNEX LR.

4.1.8. To withdraw funds and / or tokens (including the return of previously credited tokens), the Token Bidder must fill out the form in the Account. At the same time, the Token Bidder will be sent a message about the need to confirm the withdrawal or refuse it. If you refuse to withdraw or do not confirm such an operation to the Token Bidder, the funds or tokens will remain in your Account.

4.1.9. Transfer (transfer) of Funds on the instructions of the Token Trading Participant is made as soon as possible, but taking into account the specifics of the work of blockchain systems, electronic wallet systems, banking institutions, and other persons on whom the transfer (transfer) of Funds depends. If necessary, these transfers (transfers) are made only after the Cryptoplatform Operator has taken measures to prevent the legalization of proceeds from crime, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction.

4.1.10. Token trading participants are obliged to fulfill their obligations:

4.1.11. before the Cryptoplatform Operator;

4.1.12. to other Participants of token trading.

4.2. To fulfill their obligations to the Cryptoplatform Operator, Token Trading Participants:

4.2.1. provide the necessary data in accordance with the LNPA of the Cryptoplatform Operator for the registration, identification and verification of the Token Trading Participant;

4.2.2. at the request of the Operator of the Crypto Platform, they provide additional information and perform actions necessary for the organization of the Trading System in accordance with the requirements of the legislation.

4.3. In order to fulfill their obligations to other Token Trading Participants, Token Trading Participants provide the necessary amount of Funds on their Account in the Trading System. The procedure for using Accounts is defined in the USER AGREEMENT.

4.4. Token Trading participants are prohibited from entering into transactions outside the Trading System using personal messages or other features of the Cryptoplatform Operator's website. Such private messages are automatically made available to the cryptoplatform Operator.

4.5. Token Trading participants are not entitled to use the Trading System in any other way than provided for by the LNPA of the Cryptoplatform Operator. Token trading participants are not allowed to place ads on the website of the Cryptoplatform Operator, except in cases where this is provided for by the contract concluded with the Cryptoplatform Operator.

4.6. Token Trading Participants are not entitled to use the Trading System for any illegal purpose,

including, but not limited to, Money Laundering.

5. THE PROCEDURE FOR THE ADMISSION AND TERMINATION OF THE ADMISSION OF TOKENS TO THE TRADING OF TOKENS. PROCEDURE FOR DISCLOSURE OF INFORMATION ABOUT TOKENS

5.1. Token trading is carried out within the framework of exchange pairs of tokens approved by the Cryptoplatform Operator. The list of exchange pairs of tokens is determined by the Operator of the crypto platform and can be changed at any time.

5.2. Tokens that are based on the principle of complete anonymization of transactions (operations) made with them are not allowed to be traded.

5.3. The token is allowed to Trade Tokens by entering the token in the Quotation List of the Cryptoplatform Operator.

5.4. Termination of the token's admission to Token Trading is carried out by excluding the Cryptoplatform Operator from the Quotation List on the basis of the corresponding order.

5.5. In case of termination of the token's admission to Trading, the Cryptoplatform Operator informs the Bidders by posting the relevant information on the Cryptoplatform Operator's Website, indicating the date of termination of the token's admission.

5.6. From the date of termination of the token's admission to Trading, the possibility of making transactions for all types of exchange pairs with this token is terminated. At the same time, the withdrawal of tokens whose access to Trading has been terminated is possible within the period specified in the announcement of the termination of access.

5.7. Prior to the date of admission of the token to Trading, the Website of the Cryptoplatform Operator publishes an announcement about the admission of tokens to Trading in tokens, as well as new pairs of tokens indicating the date of admission of tokens to Trading, the terms of trading with these tokens.

5.8. If the tokens are sold in the order of their placement, the cryptoplatform Operator ensures the disclosure of the content of the "White paper" declaration in respect of these tokens.

5.9. Additionally, the Cryptoplatform Operator places links to the documentation and sites of projects that support tokens on the Website.

6. INFORMATION AND TECHNICAL SUPPORT. PROCEDURE FOR PERFORMING ACTIONS IN CASE OF TECHNICAL FAILURES (ERRORS)

6.1. The actions of the token bidders when using the crypto platform are reflected in the account (account) of the token bidder.

6.2. Information about the transactions (operations) carried out is available to the participants of token trading in the cryptoplatform trading system during the period and under the conditions determined by the Operator of the Cryptoplatform in accordance with the requirements of the legislation and the HTP.

6.3. In the event of technical failures (errors) occurring in the Trading System, the cryptoplatform Operator takes all necessary measures to restore the full operation of the Trading System as soon as possible.

6.4. The operator of the cryptoplatform notifies the token trading Participants about the identified technical failures (errors) as soon as possible in order to take measures to minimize the negative consequences of such failures, as well as notifies about the preliminary terms and procedure for their elimination.

6.5. The cryptoplatform operator is not responsible and is not responsible for technical failures (errors) of the blockchain network. The token trading participant conducts transactions at their own risk and bears full responsibility for their financial feasibility. All transactions are final and

irreversible, and no cancellation or refund is provided.

6.6. The cryptoplatform Operator has the right to suspend Token Trading if it is necessary to eliminate technical failures (errors) that occur, as well as to require Token Trading Participants to perform actions necessary for the normalization of the Trading System.

6.7. If the technical failures (errors) were caused by the actions of the Token Bidder, as well as if the Bidder discovered a technical failure (error), he is obliged to notify the Operator of the crypto Platform by e-mail as soon as possible support@bynex.org.

6.8. Transactions carried out due to technical failures (errors) are subject to cancellation if there is a corresponding technical possibility. If, as a result of such transactions, a Token Bidder has acquired tokens or funds that would not otherwise have been acquired, they are subject to refund.

6.9. Transactions that were not carried out due to technical failures (errors) are subject to re-execution if there is a corresponding technical capability.

6.10. The operator of the crypto platform, as well as the Participants of the token trading, may not use the results of technical failures (errors) in their own interests.

6.11. To minimize the possibility of technical failures (errors) The cryptoplatform operator regularly carries out preventive work to modernize (update) the Trading System.

7. RISKS

7.1. Performing operations using tokens involves significant risks.

7.2. Trading in cryptocurrencies involves significant risk. Prices may fluctuate on a daily basis. Such price fluctuations can increase or decrease the value of a token bidder's assets at any time. Any currency - virtual or not-can be subject to significant fluctuations in value, as well as completely devalued. There is an inherent risk that losses will arise as a result of buying, selling or any trading carried out in the market. The Website reflects the exchange rate that is set based on the results of transactions made by token trading participants.

7.3. Transactions with cryptocurrencies (tokens) involve special risks, which are usually not typical for fiat money and/or goods, and/or commodity assets. Cryptocurrencies are not a means of payment, are not provided by the state, and the purchase of tokens can lead to a complete loss of funds and other objects of civil rights (investments) transferred in exchange for tokens (including as a result of the volatility of the value of tokens; technical failures (errors); committing illegal actions, including theft). Unlike most fiat money, cryptocurrencies are unique types of currencies supported by technology and trust. The cryptocurrency market is unstable, which can lead to unforeseen risks. When conducting a transaction with cryptocurrencies, a token bidder can not only increase, but also lose a significant amount of assets due to fluctuations in the exchange rate, price, and other factors during transactions.

7.4. Token trading is often subject to spikes or loss of confidence, which can lead to a drop in demand relative to supply. The token trading participant is solely responsible for his / her actions, including in the event of losses, when making transactions at his / her own risk.

7.5. The legal regulation of cryptocurrencies does not have much practice, is at the stage of formation, and may be accompanied by significant changes, which may also have an impact on the cryptocurrency market.

7.5.1. In addition, additional risks may arise when trading cryptocurrencies.

8. RESPONSIBILITY OF THE CRYPTOPLATFORM OPERATOR

8.1. The BYNEX crypto platform website, its components, interfaces, any associated equipment, any documentation, data and other materials and existing technology are provided on an "as is" and "as

available" basis, with all drawbacks. Neither the Cryptoplatform Operator nor the third – party providers of additional services provide any express or implied warranty of fitness for a particular purpose, non-infringement, or any warranty that may arise from the manner of execution, bidding, or business practices.

8.2. The cryptoplatform Operator is liable to the token trading participant only for intentional non-performance (improper performance) of the USER AGREEMENT. In this case, the Operator of the crypto platform is obliged to compensate the losses incurred by it in full, unless otherwise provided by the legislation of the Republic of Belarus.

8.3. The operator of the crypto platform is not responsible for any damage, loss of profit, loss of income, loss of business, loss of data, direct or indirect losses of the token trading participant.

8.4. The operator of the cryptoplatform does not bear any responsibility for claims related to any software, any technology, any equipment, existing technology, information, materials, Means or that the BYNEX cryptoplatform meets the requirements of the token bidder or that access to it must be continuous, timely, secure, complete, accurate, without errors and defects.

8.5. The cryptoplatform Operator is not responsible for malfunctions, breakdowns, delays or interruptions of Internet access, or if for any reason the Website is unavailable at any time or for any period. The Website contains links to other sites and resources provided by third parties, but these links are provided solely as sources of information. The cryptoplatform operator has no control over the content of these sites or resources and assumes no responsibility for them or for any loss or damage that may arise as a result of using them.

8.6. BYNEX is not responsible for losses incurred as a result of vulnerabilities in the software (wallets) of third parties, as well as failures in the software (nodes, wallets) provided by third parties, as well as failures in blockchains and as a result of any other technical features of cryptocurrencies traded on the stock market.

9. DISPUTE RESOLUTION

9.1. In the event of any disputes between the Cryptoplatform Operator and the Token trading Participant, all possible measures must be taken to resolve them through negotiations.

9.2. In case of disagreement with the actions of the other party, the token bidder has the right to make claims to the cryptoplatform operator, the cryptoplatform operator – to the bidder. Compliance with this claim procedure for dispute settlement is mandatory.

9.3. The Bidder sends a complaint letter from the email address specified when creating the Account to the email address support@bynex.by or other email address provided by the Cryptoplatform Operator (in the header of the message, you must specify " Claim. For the legal department"), with an attachment to the letter of the scanned image of the claim made on paper.

9.4. The operator of the cryptoplatform sends a claim to the email or postal address of the Token Trading Participant, which was specified by him during registration.

9.5. The Parties have the right to draw up claims on paper, sign and send them (by registered mail with a notification of delivery or by mail delivery services EMS, DHL or UPS) to each other's postal addresses.

9.6. Claims sent by e-mail of the Parties may be duplicated in writing to the postal addresses of the Parties in order to ensure their proper receipt within 10 calendar days from the date of their sending by e-mail. In this case, the date of receipt of the claim is the date of receipt by the sender of the claim of the notification of reading the e-mail in which the claim is set out or attached.

9.7. The claim letter must contain the following information::

* surname, proper name, patronymic (name) of the applicant of the claim and the person (s) to

whom the claim is presented (the recipient of the claim), their place of residence (place of stay) or location;

- date of claim submission;
- the circumstances on the basis of which the claim is made;
- evidence supporting these circumstances;
- claims of the applicant with reference to the norms of the legislation of the Republic of Belarus and the terms of the USER AGREEMENT;
- the amount of the claim and its calculation, if the claim is subject to monetary valuation;
- bank details of the claim applicant (if any);
- list of documents attached to the claim;
- other information necessary for the settlement of the dispute.

9.8. Upon receipt of the claim, the Party is obliged to send the sender a reasoned response to the claim no later than 15 days, and appeals requiring additional study and verification no later than one month, unless another period is established by the legislative acts of the Republic of Belarus.

9.9. The response to the claim is sent in the same way as the claim was received.

9.10. If the dispute has not been fully settled in the claim procedure, such a dispute, at the request of one of the Parties, is subject to resolution by the court at the location of the Operator of the BYNEX crypto platform – ERPBEL LLC, in accordance with the procedure determined in accordance with the legislation of the Republic of Belarus.

9.11. The applicable procedural and substantive legislation of the Republic of Belarus.

9.12. The parties have the right to settle the dispute through mediation in accordance with the legislation of the Republic of Belarus.