

1. Definitions and interpretation

- 1.1. In these terms the following expressions have the meanings set out below (unless the context otherwise requires):
 - 1.1.1. 'Agreement' means the Offer Letter and these terms.
 - 1.1.2. 'Amount' has the meaning given in the Offer Letter.
 - 1.1.3. 'LBX Compliance Documentation' means such information and documentation as is required pursuant to the Proceeds of Crime Act 2008.
 - 1.1.4. 'LBX Tokens' has the meaning given in the Offer Letter.
 - 1.1.5. 'Business Day' means a day (which for these purposes ends at 5.30 p.m.) on which clearing banks are open for sterling banking business in England and Wales other than a Saturday or a Sunday.
 - 1.1.6. 'Encumbrance' means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement.
 - 1.1.7. 'Token Issue' means the issue of the LBX ERC-20 tokens.
 - 1.1.8. 'You' means the person to whom the Offer Letter is addressed.
 - 1.1.9. 'The Offer Letter' means the letter addressed to You which accompanies these terms.
 - 1.1.10. 'Issue Conditions' has the meaning given in clause 4 of these terms.
 - 1.1.11. 'Token Issue Date' means the date on which the LBX Tokens are issued to You.
- 1.2. Clause headings are for ease of reference only and shall not affect the construction of this agreement.
- 1.3. Words importing one gender shall be construed as importing any other gender.
- 1.4. Words importing the singular shall be construed as importing the plural and vice versa.
- 1.5. References to persons shall include bodies corporate and vice versa.
- 1.6. The words 'written' or 'in writing' shall include printing engraving lithography or any other means of visual reproduction.
- 1.7. Where the context requires any terms in the Offer Letter shall have the meaning given to them in these terms.

2. Payment and registration

- 2.1. The LBX Token will be subject to the terms of the issue at that time.
- 2.2. The Issue Condition for the purposes of clause 4 is that you provide to the satisfaction of London Block Exchange Compliance Documentation.

3. Representations from Option Holder

- 3.1. LBX is entering into this Agreement on the basis of, and in reliance on, the following warranties ("the Warranties"):-
 - 3.1.1. You can legally purchase the LBX Tokens in your jurisdiction;
 - 3.1.2. You have made your own independent enquiries regarding the LBX Tokens and have taken all legal and any other advice that you consider is appropriate and is necessary in relation to this Agreement and the LBX Tokens.
 - 3.1.3. You will meet all taxes where due by You in respect of the purchase of the LBX Tokens; and
 - 3.1.4. You are acting on your own behalf and not as agent for or on behalf of a third party.
- 3.2. You warrant and represent to LBX that each Warranty is true and not misleading on the date of this Agreement.
- 3.3. The Warranties are deemed to be repeated on each day up to and including the Token Issue Date and any reference made to the date of this Agreement (whether express or implied) in relation to any Warranty shall be construed, in relation to any such repetition, as a reference to each such day.
- 3.4. If at any time before or on the Token Issue Date You become aware that a Warranty has been breached, is untrue or is misleading, or has a reasonable expectation that any of those things might occur, You shall immediately notify LBX.
- 3.5. If at any time before or on the Token Issue Date it becomes apparent that a Warranty has been breached, is untrue or misleading, or You have breached any other term of this Agreement, LBX may (without prejudice to any other rights it may have in relation to the breach) not issue the LBX Tokens to You and or rescind this Agreement by notice to You.
- 3.6. Each of the Warranties is separate and, unless otherwise specifically provided, is not limited by reference to any other Warranty or any other provision in this agreement.

4. Assignment

4.1 You may not assign, transfer or otherwise dispose of or grant any Encumbrance or security interest over, any of Your rights and/or benefits under this Agreement.

5. Whole Agreement

5.1 This Agreement constitutes the whole agreement between the parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover. For the avoidance of doubt and without limiting the foregoing the white paper referred to in the Offer Letter does not form part of this Agreement.

6. Notice

6.1. For the purposes of this agreement, Notices to either party shall be given to them at the following addresses:

6.1.1. For LBX: e-mail address we provide you with.

6.1.2. For You: the address at which the Offer Letter is addressed to You.

6.2. A Party may change any of its details given by giving not less than 5 (five) Business Days' notice to the other Party.

6.3. Notices may be given and will be deemed received:

6.3.1. By hand: on receipt of a signature at the time of delivery; by pre-paid first-class post: at 9.00 am on the 2nd (second) Business Day after posting; and by email 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.

6.4. This Clause 6 (Notice) does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

7. Variation or Amendment

7.1 No amendment or variation of this agreement or the rights contained herein may be made except with the express written consent of the other party hereto.

8. Choice Of Law

8.1. This agreement is governed by, and shall be construed in accordance with the laws of England and Wales.

8.2. You irrevocably agree for the exclusive benefit of LBX that the courts of England and Wales shall have jurisdiction to hear and determine any suit action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and for such purposes hereby irrevocably submit to the jurisdiction of such courts.

9. Severance

9.1. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.