

ADDX Promo Code Terms and Conditions

General

These Terms and Conditions (“**Terms**”) shall apply in any instance in which a Prospective Customer of ADDX Pte. Ltd. and/or its affiliate(s) (“**ADDX**”) applies to become a Participant on the ADDX Platform using a Promo Code. By applying to become a Participant on the ADDX Platform using a Promo Code, a Prospective Customer agrees to and is bound by these Terms. ADDX may amend these Terms at any time.

Definitions

1. For the purposes of this Terms, the following terms shall have such meanings ascribed to them:

“**Account Opening Cut-Off Date**” refers to such date by which a Prospective Customer needs to have successfully become a Participant to be entitled to Rewards Credit under any Promotion in accordance with these Terms as ADDX may in its sole discretion specify and/or amend in its sole discretion.

“**ADDX Credit Wallet**” means, in relation to a Participant, the digital wallet provided to such Participant by the Exchange to which Rewards Credit will be credited.

“**ADDX Platform**” the trading platform operated by ADDX accessible via the ADDX Website.

“**ADDX Website**” means the website with the URL: www.addx.co or such other URL as ADDX may specify in its sole discretion

“**Eligible Jurisdiction**” means any jurisdiction where the usage of the ADDX Platform or the operation of the Program are each not prohibited or restricted in any way, as may be determined by ADDX in its sole discretion.

“**Exchange Rules**” means the provisions of the rulebook entitled “Exchange Rules” that are published by ADDX and which may be found on the ADDX Website, as may from time to time be amended, modified, supplemented or replaced.

“**Participant**” means a person who has opened a trading account on the ADDX Platform and whose trading account is valid and subsisting (whether or not suspended).

“**Platform Terms and Conditions**” means the terms and conditions for use of the ADDX Platform as may from time to time be amended, modified, supplemented or replaced.

“**Promotion**” refers to any promotional/marketing campaign conducted by ADDX, including any such campaign involving the use of a Promo Code and/or otherwise entitling a Prospective Customer to Rewards Credits.

“**Promotion Period**” refers to the period of any Promotion, as ADDX may in its sole discretion specify and/or extend in its sole discretion.

“**Promo Code**” refers to any alphanumeric code(s) and/or sign-up link associated with a Promotion entitling a Prospective Client to the Rewards Credit if used by the Prospective Customer in applying to become a Participant on the ADDX Platform in accordance with the Terms set out herein as ADDX may in its sole discretion designate from time to time, and includes any Promo Code which ADDX has assigned to existing Participants (hereinafter, a “**Referral Code**”).

“**Prospective Customer**” means persons who are not: (a) Participants, (b) Intermediary Participants as defined in the Exchange Rules, or (c) EAM Users as defined in the Exchange Rules.

“**Qualifying Investment**” means either (but not both) of the following: (a) subscription for an offering of new security tokens issued on the ADDX Platform, or (b) buy trade(s) on the ADDX Platform but, for the avoidance of doubt, does not include sell trade(s) on the ADDX Platform.

“**Rewards Credit**” means such sum(s) as may be credited to the ADDX Credit Wallet of any Participant on the ADDX Platform in connection with any Promotion in accordance with these Terms, as may be determined and/or adjusted by ADDX in its sole discretion from time to time.

“**Redemption Period**” refers the period in which any Rewards Credit may be utilised in accordance with these Terms, as may be specified and/or extended by ADDX from time to time, and which shall commence from such time the Rewards Credits are credited.

“**USD**” means the currency of the United States of America.

Any reference to dates and time shall be to Singapore time (GMT+8:00).

Eligibility and Use of the Promo Code

2. To be entitled to Rewards Credit under any Promotion, a Prospective Customer shall:

- (a) meet all of the requirements set forth in the Exchange Rules and the Platform Terms and Conditions to become a Participant on the ADDX Platform;
- (b) reside in an Eligible Jurisdiction;

- (c) apply to become a Participant and to submit their application by the last date of the applicable Promotion Period and have successfully become a Participant on or before the Account Opening Cut-Off Date.

For the purposes of paragraph 2(c):

- (i) a Prospective Customer shall be required to either enter the Promo Code when prompted during the application process or to initiate the application process through the Promo Code.
 - (ii) if a Prospective Customer uses or attempts to use more than one (1) Promo Code in the course of the application process, including for any other Promotion, ADDX shall be entitled in its sole discretion to only accept any one (1) or any combination of the Promo Codes used by the Prospective Customer. A Prospective Customer should ensure that any Promo Code(s) used are valid, applicable to the Prospective Client, and have been accurately entered. ADDX shall not be responsible or liable for any wrong or invalid Promo Code applied by any Prospective Customer.
 - (iii) ADDX shall only consider an application to be submitted by a Prospective Customer when the Prospective Customer has submitted such application via the "Submit Application" function (howsoever described) on the ADDX Platform and have included in such application all necessary information and documents. In the event additional information and/or documents are required by ADDX in respect of an application, the date of submission of the application shall be the date on which such additional information and/or documents are provided. In the event an application is rejected and the Prospective Customer submits a new application, ADDX shall be entitled to consider the date of submission of the new application only.
 - (iv) ADDX shall review applications from each Prospective Customer in accordance with the Exchange Rules and the Platform Terms and Conditions. All applications to become a Participant are subject to, among other things, the provision of required personal data, and the successful completion of the relevant client due diligence processes by ADDX, and any inability, refusal, or delay in completing the application process may result in ADDX disqualifying such Prospective Customer from being entitled to Rewards Credit under the Program. Notwithstanding, ADDX may, in its sole and absolute discretion, decide whether or not to open a trading account for any Prospective Customer upon the receipt of any account application.
2. A Promo Code may only be used once by each Prospective Customer. ADDX may, at its sole and absolute discretion, impose restrictions on the total number of times a Promo Code may be used.
 3. Where the Promo Code used by a Prospective Customer is a Referral Code, ADDX may, in connection with any Promotion, credit the Participant associated with that Referral Code (where applicable, the "**Referrer**", and the relevant Prospective Customer, the "**Referee**") with such amount of Rewards Credit as it may determine in its sole discretion.
 4. ADDX may in its sole discretion adjust the Promotion Period and Account Opening Cut-Off Date at any time without prior notice.

Rewards Credit

5. The following terms shall apply in respect of any Rewards Credit:
 - (a) In respect of the Rewards Credit to be credited to any Participant on the ADDX Platform in connection with any Promotion:
 - (i) The Rewards Credit shall be of such amount and such currency as ADDX may prescribe in its sole discretion from time to time. ADDX may in its sole discretion amend the quantum of the Rewards Credit at any time without prior notice.
 - (ii) ADDX will endeavour to credit the Rewards Credit to the ADDX Credit Wallet of a Prospective Customer who has successfully become a Participant on the ADDX Platform in connection with any Promotion within thirty (30) days thereof. Rewards Credits shall be valid for the Redemption Period, after which it shall expire and cannot be used.
 - (b) Upon being credited, Rewards Credit will be automatically applied in full, and cannot be disappplied, towards the next Qualifying Investment made by the Participant (including where applicable any fees and taxes applicable in respect of such Qualifying Investment) during the Redemption Period where the currency of the Rewards Credit is the same currency applicable to the Qualifying Investment.
 - (c) Each Participant's Rewards Credit is non-transferrable and cannot be converted into ADDX Fiat Tokens as defined in the Platform Terms and Conditions. Rewards Credit may not be withdrawn by the Participant from their ADDX Credit Wallet for any reason.
 - (d) The Rewards Credit may be converted into any foreign currency available on the ADDX Platform based on the exchange rate shown on the ADDX Platform. Paragraph 6.6.1 of the Specific Terms in the Platform Terms and Conditions shall apply in respect of such foreign currency exchange transaction. A Participant may only convert the full amount of the Rewards Credit in their ADDX Credit Wallet, and not partial amounts.

Miscellaneous

6. ADDX reserves the right, at its sole and absolute discretion and without needing to provide any reason, to:

- (a) disqualify any Prospective Customer (or class thereof) at any time from being entitled to Rewards Credit under any Promotion;
 - (b) determine that any condition and/or requirement entitling any Participant to Rewards Credit has not been fulfilled;
 - (c) reject any application to become a Participant on the ADDX Platform from any Prospective Customer;
 - (d) modify the amount and/or currency of the Rewards Credit issued to any Participant on the ADDX Platform;
 - (e) debit a Participant's ADDX Credit Wallet of any credited Rewards Credit;
 - (f) substitute the Rewards Credit with another reward of equivalent or similar value without prior notice, or assumption of liability to the Participant; and
 - (g) not credit any Rewards Credit to a Participant notwithstanding that the Participant has otherwise fulfilled the other requirements set out in these Terms to be credited with Rewards Credit.
7. ADDX shall not be required to inform any Prospective Customer whether such Prospective Customer is eligible for any Promotion, and/or about any details of any Promotion.
 8. ADDX shall not be liable for any delay in crediting the Rewards Credit to any Participant.
 9. By applying to become a Participant on the ADDX Platform using a Promo Code, each Prospective Customer agrees to:
 - (a) release ADDX, its related corporations, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability arising from any loss, harm, damages, cost, or expense, including without limitation, any property damages, personal injury and/or death, arising out of or in any way connected to any Promotion, and waives any claim to the same.
 - (b) indemnify, defend, and hold ADDX, its related corporations, affiliates, and their respective representatives, directors, officers, employees, and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or relating to any breach of any of these Terms or any violation of applicable laws, rules and regulations.
 10. **Taxes.** Rewards Credit may be taxable depending on the country, state, and/ or local tax laws applicable to the Participant. Participants are solely responsible for reporting such items in their tax returns and paying any associated tax(es) and liabilities.
 11. ADDX may terminate or suspend any Promotion, or amend or update these Terms, in its sole and absolute discretion, at any time without providing prior notice.
 12. Any determination made by ADDX in respect of all matters relating to any Promotion shall be at its sole and absolute discretion and shall be final, conclusive and binding on all Participants and Prospective Customers.
 13. In the event of any inconsistency between any marketing materials relating to any Promotion and these Terms, these Terms shall prevail.
 14. These Terms are governed by the laws of Singapore. Any dispute arising from these Terms are subject to the exclusive jurisdiction of the courts of Singapore.
 15. A person who is not specified in these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of these Terms.

The **ADDX Promo Code Terms and Conditions** shall apply to the Promo Code set out below:

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| Promo Code | Investor's Referral Code |
| Promotion Period | 10 January 2023 – 31 December 2023 |
| Rewards Credit | Referrer – USD100 Referee – USD100 |
| Account Opening Cut-Off Date | 31 January 2024 |
| Redemption Period | 365 days |