

ASSIGNMENT AGREEMENT SIMEX CROWDINVESTING PLATFORM

Las Vegas, Nevada (USA) (as amended on May 01, 2016)

These rules determine the standard rules of execution at the Trading Site of the Assignment Agreement between the Agent, in its own name but at the expense of the Assignee Investor, and the Assignor Investor.

1. Terms and Definitions

Authorization shall mean the identification of the Investor in the establishment of remote connection with the Agent by means of entering the Member Ledger and confirmation by the Investor of his/her right to use the Member Ledger by entering the Phone Number and the Verification Code.

Agent shall mean SIMEX INC., incorporated under the legislation of Nevada (USA) (EIN: 36-4822822), at: 2770 S. Maryland Pkwy, office # 300, Las Vegas, NV 89109, carrying out its activities by provision agency services to Parties under the Agency Contract.

Agency Contract shall mean the fee-based agency contract for the purposes of use by Investors of the capabilities of the SIMEX Crowdfunding Platform executed between the Agent and the Investor.

Acceptance shall mean the procedure of the Offer acceptance provided for under cl. 2.4. hereof.

Dividends shall mean a part of the income the owner of the Investment Share has the right to receive under the Share Investment Agreement.

Agreement shall mean the assignment agreement in relation to the Share Investment Agreement executed between the Agent and the Assignor Investor consisting of the Offer and the Rules.

Share Investment Agreement shall mean the Share Investment Agreement under which the claims (partially or in full, depending on the Investment Shares) are assigned by the Assignor Investor in accordance with the terms of the Offer and the Agreement.

Investment Share shall mean an accountable item of the Assignee Investor's claim to the Borrower/Company (individual calculation measure) for the determination of the repayable Investment amount and the Dividends payable. For the purposes of identification in accordance with the relation to particular Share Investment Agreements, the Investment Shares at the Trading Site shall be assigned a literal marking (eg. ABCD). For the identification of each Investment Share in relation to other Investment Shares, each Investment Share has a unique identifier in the hardware and software package of the Website. Any mention in terms, phrases and sentences in the Rules, Agreement and in the documents executed under the Agreement of the Investment Share as regards any transactions therewith or ownership thereof shall mean the transactions with the claims of the Investment Share owner to the Borrower/Company in respect of the Investment Share or the ownership of this claim.

Assignor Investor shall mean a legally capable natural person having access to the Member Ledger due to the acceptance of the User Agreement and submitted to the Agent the Order for the placement of the offer of the Agreement at the Trading Site.

Assignee Investor shall mean a legally capable natural person having access to the Member Ledger due to the acceptance of the User Agreement and commissioned the Agent to execute the Agreement in the manner specified under cl. 2.4. of the Agreement.

Investors (Investor) shall mean the Assignor Investor and the Assignee Investor mentioned in the text of the Rules jointly or separately, depending on the context.

Investment Account shall mean the Investor's personal account in the Investments section of the Member Ledger, which is a component of the hardware and software package integrated with the Website and intended for the performance by the Agent of internal accounting of Investment Shares. The Investment Account is not an account started by any credit institutions (banks) and/or payment systems or a depository account.

Borrower shall mean the company being the borrower under the Share Investment Agreement the information about which shall be indicated by the Assignor Investor in the Offer.

Company shall mean SIMEX INC., incorporated under the legislation of Nevada (USA) (EIN: 36-4822822), at: 2770 S. Maryland Pkwy, office # 300, Las Vegas, NV 89109, which runs the SIMEX Crowdfunding Platform.

Member Ledger shall mean a specialized protected section of the Website containing the Investor's data and making it possible for the Investor to use the resources of the Website and the Member Ledger by means of special services (user tools), including sending the Agent Orders under the Agency Contract, receiving official notices and other up-to-date information from the Agent, viewing the reporting documents and performing other

functions within the technical limits of the Member Ledger. The Member Ledger is connected to the data specified by the Investor at the registration. The Investor enters the Member Ledger by means of the Phone Number and the Identification Code. The procedure for the use of the Member Ledger shall be determined under the User Agreement.

Phone Number shall mean a subscriber number in a cellular (mobile) phone network that belongs to the Investor (communication service agreement in the name of the Investor) to which a text message (short message service) may be sent.

Option shall mean the right of claim of payment by the Borrower of the Dividends in accordance with the Option Agreement regulated under Article 8 of the Share Investment Agreement.

Order shall mean the Assignor Investor's or the Assignee Investor's order for the performance of the Agent's services, prepared by means of the specialized services of the Member Ledger and the Website for the purpose of assignment of acquisition of the claims to the Borrower/Company (Investment Shares), performance of Settlements and for the provision of other ancillary services of the Agent.

Offer shall mean the material conditions of the Agreement (type, number, price of the Investment Shares) declared by the Assignor Investor as a public Offer for an indefinite group of Investors, published at the Trading Site by the Agent under the Assignor Investor's Order.

Password shall mean a set of letters (Latin) and/or digits, entering which in a special field in the execution of a transaction activates the respective Order of the Investor. The Password may not be given by Investor to anybody. In the event of loss of the Password and access of any third parties to it, the Investor shall immediately inform the Agent of the fact by sending a respective letter to: support@simex.global.

User Agreement shall mean the agreement on the terms of use of the Member Ledger and the Website concluded between the Investor and the Agent.

Rules shall mean the text of these rules of assignment using the Trading Site of the SIMEX Crowdinvesting platform published at the Website and intended for the conclusion of the Agreement between the Parties.

Profile shall mean the User Profile section in the Member Ledger.

Simple Digital Signature (SDS) shall mean the Investor's digital signature which confirms the generation by the Investor by whose name the Member Ledger was opened of the digital signature through the use of the Phone Number and Identification Code at the authorization. All documents and Orders submitted by the Investor from the Member Ledger shall be deemed generated by the Investor and, jointly with the personal data specified by the investor in the Profile, they shall be deemed signed with a handwritten signature. The electronic information signed with the Investor's simple digital signature, shall be deemed an electronic document equivalent to a paper document signed with a handwritten signature of the Investor.

Identification Code shall mean a component of the SDS key represented as a four digit code sent to the Investor's Phone Number, entering which at the entrance to the Member Ledger activates, together with the Phone Number, the access to the Member Ledger and to the Investor's account.

Settlements shall mean the Agent's activities provided for under Article 5 of the Rules.

Transaction Register shall mean the register of Agreements concluded by the Agent.

Website shall mean the resource in the Internet Network located at: <https://simex.global>, being in the Agent's use.

Account shall mean the Investor's personal account in the Finance section of the Member Ledger, which is a component of the hardware and software package integrated with the Website and intended for the performance by the Agent of internal accounting of monetary obligations to the Investor provided for under the Agreement. The Account is not an account started by any credit institutions (banks) and/or payment systems or a depository account.

Parties (Party) shall mean the Assignor Investor and/or the Assignee Investor mentioned in the text of the Rules jointly or separately, depending on the context.

Trading shall mean the way to use the Website resources for the electronic execution of Agreements.

Trading Site shall mean the Website specialized service for interactive Trading.

2. Procedure for Execution of Agreements at the Trading Site.

2.1. The Investors and the Agent agreed that the terms determined in the Rules shall govern the procedure of the Agreement conclusion between the Assignor Investor and the Agent at the Trading Site, also all material terms of the Agreement shall be agreed on by the Parties in the Offer.

2.2. The Rules are a part of the Offer and addressed to the unlimited range of the Website users.

- 2.3. The Order for the placement by the Agent of the Offer at the Trading Site shall be prepared by the Assignor Investor via a specialized service of the Website after Authorization.
- 2.4. The acceptance includes in general the following actions of the Assignor Investor and the Agent during the time when the Offer is at the Trading Site:
- 2.4.1. Assignor Investor Authorization by entering the Member Ledger;
 - 2.4.2. Preparation by the Assignor Investor of the Order for the execution by the Agent of the Agreement via a specialized service of the Website at the Trading Site;
 - 2.4.3. performance by the Agent of the Settlements;
 - 2.4.4. entering by the Agent of the information from the Offer into the Transaction Register.
- 2.5. By performing the actions aimed at the execution of the Agreement in the manner provided for under cls. 2.3., 2.4. Of the Agreement, the Investor:
- 2.5.1. confirms and warrants that the information indicated in the Profile is complete, true and valid and is the personal data of the Investor;
 - 2.5.2. confirms and warrants that is a legally capable natural person of sound mind and lucid memory, fully aware of the risks and independently takes the decision to assign the Investment Share or use the own funds possessed legally to acquire Investment Shares and is not legally incapacitated under the legislation of the country he/she is a citizen of;
 - 2.5.3. confirms and warrants that he/she has familiarized himself/herself with the full text of the Rules and annexes thereto and unconditionally agrees with them;
 - 2.5.4. agrees that an extract/extracts form the electronic logs and files of the server side of the Website signed by the Agent's authorized person is/are suitable and sufficient for presentation in settlement of problems and/or dispute through the pre-trial process and/or in courts, arbitration, governmental authorities, other institutions as the evidence of the fact, date and time of execution of the Agreement, of the fact, date and time of the receipt/non-receipt by the Agent of the Parties' personal data, evidence of the fact of making modifications into the Profile, evidence of the content of the Rules and their placement at the Website, evidence of the content of the Order/Offer/Transaction Register and their execution via specialized services of the Website, evidence of the fact of signature using an equivalent of handwritten signature, instruction by a Party for the Agent to perform the Agreement as regards the Settlements.
- The liability for non-compliance and invalidity of the terms and warranties provided for under cl. 2.5. of the Contract and the risks of adverse consequences related to them shall exclusively rest with the Investor.

3. Rules of Using the Simple Digital Signature

- 3.1. The Investor and the Agent recognize the simple digital signature of the Investor used in accordance with the below rules to be a legal equivalent of the Investor's handwritten signature on the Investor's paper document with similar content.
- 3.2. Simple Digital Signature is the digital signature which confirms the generation by the Investor of the digital signature through the use of the key of the simple digital signature.
- 3.3. The key is a combination of the two components, the identifier and the key password. The identifier is the Phone Number entered at the Authorization, and the key password is the Password or the Identification Code, depending on the document type or the procedure in which the SDS is used.
- 3.4. To submit the Order to the Agent for the purposes of placing the Offer, performing the Acceptance or preparation of other documents signed using the SDS, the Investor should be registered at the Website.
- 3.5. Rules for Password creation (modification):
- 3.5.1. The creation (modification) of the Password is performed using the Password creation (modification) service in the Profile section of the Member Ledger.
 - 3.5.2. The Investor performs the creation (modification) of the Password independently using the Password creation (modification) service in the Profile section of the Member Ledger.
 - 3.5.3. The Password created shall comply with the following criteria:
 - a) comprise of at least 8 symbols;
 - b) include letters and/or digits;
 - c) not include the * or # symbols.
 - 3.5.4. The creation (modification) of the Password for the use to receive agency services is free.
 - 3.5.5. The Investor owning the Password should:
 - a) keep the Password secret, take all possible measures preventing violation of its confidentiality;
 - b) generate SDS through the use of the key password as a Password;
 - c) in the event of breach of the Password confidentiality or its loss inform the Agent immediately.
- 3.6. The Rules of the Identification Code generation:

3.6.1. The Identification Code is generated automatically through a specialized service of the Website's hardware and software package.

3.6.2. In activation of commands by pressing specific interactive buttons at the Website, the Investor initiates independently the delivery to his Phone Number of a four digit Identification Code, which activates the service, when entered in a special field.

3.6.3. The generation of the Identification Code for the SDS is free.

3.6.4. The Investor receiving the Identification Code should:

- a) keep the Identification Code secret, take all possible measures preventing violation of its confidentiality;
- b) generate SDS through the use of the key password as an Identification Code;
- c) in the event of breach of the Identification Code confidentiality inform the Agent immediately.

3.6.5. The Investors should take measures on ensuring the safety of the mobile device to which the Identification Code is sent, including:

- ❖ not leave the mobile device unattended;
- ❖ not give the mobile device to any third parties;
- ❖ install additional safety features to the mobile device and activate the inbuilt safety features;
- ❖ not let any third parties access the mobile device by means of wire and wire free connection (using the Bluetooth, Wi-Fi technologies and connection of the device by means of a cable, etc.);
- ❖ if possible, install antivirus software on the mobile device and use it and the security access features;
- ❖ in the event of theft, any unlawful seizure of the mobile device, its loss and also in the event that there are sufficient grounds to believe that any third parties gained or may gain an access to the information on the Identification code, inform the Agent about it immediately to lock the Member Ledger.
- ❖ Failure to take the aforesaid measures may result in the Investor's loss through lawless submission of Orders by third parties on the Investor's behalf using the Investor's Password. The Agent shall under no circumstances be liable to the Investor for such losses.

3.7. The civil liability for the adverse consequences arising from the non-performance by the Investors of the obligations specified in cls. 3.5.5., 3.6.4, 3.6.5., shall rest with each individual Investor.

3.8. For SDS generation, the Agent provides the Investors with the possibility of independent registration at the Website using the respective registration and Authorization service.

3.9. The verification of authenticity of the SDS used to sign an electronic document shall be performed by the Agent through the use of the Website special identification and authentication service.

3.10. The Investor whose rights were violated may send the Agent an application regarding the fact of the use of the SDS by an unauthorized person to restore the violated right in person or through an authorized person.

3.11. In the event of the Investor's application, the Agent shall cancel the SDS password within one day upon the receipt of the said application.

4. Subject of the Agreement.

4.1. Assignor Investor assigns and the Agent acting in its own name, but at the Assignee Investor's expense accepts in full the claims under the Share Investment Agreement belonging to the Assignor Investor.

4.2. The claims under the Share Investment Agreement belonging to the Assignor Investor are expressed in Investment Shares, the number of which is specified in the Offer and include:

- a) the right of return of the Investment (its unpaid part) in accordance with the number of the Investment Shares;
- b) the right to the Option in accordance with the number of the Investment Shares.

4.3. The number of the Investment Shares assigned shall be confirmed by the Agent when publishing the Offer at the Trading Site.

4.4. Upon performance of the Settlements in accordance with the Offer, the Investment Share shall be deemed acquired by the Agent and transferred to the Assignee Investor. An extract from the Transaction Register shall support the Agreement execution.

4.5. The information on the executed Agreements shall be published in the Transaction History section of the Investors' Member Ledger.

4.6. The Agent shall inform the Borrower/Company of the performed cession under the Agreement by sending a respective [notice](#) in the form of a summary table following the results of the reporting period.

5. Settlement Procedure

5.1. The payment for the Investment Shares to the Agent under the Agreement shall be performed by offset of the Assignee Investor's equivalent monetary counterclaim to the Agent for the return of an equivalent payment under the Agency Contract executed between the Agent and the Assignee Investor. The Agent's obligation to return

to the Assignee Investor an equivalent payment under the Agency Contract shall be deemed incurred on the date of Settlement on the Agreement executed between the Assignee Investor and the Agent.

5.2. The payment for the Investment Shares by the Agent to the Assignor Investor shall be performed by offset of the Agent's equivalent monetary counterclaim to the Assignor Investor for an equivalent payment under the Agency Contract executed between the Agent and the Assignor Investor. The Assignor Investor's obligation to perform an equivalent payment under the Agency Contract shall be deemed incurred on the date of Settlement on the Agreement executed between the Assignor Investor and the Agent.

5.3. For the purposes of performance of the Agreement, the Agent shall within its accounting system debit the Assignor Investor's personal account with the amount of payment for the Investment Shares and enters this amount to the Assignee Investor's personal account.

5.4. For the purposes of performance of the Agreement, the Agent shall within its accounting system debit the Assignee Investor's personal account with the amount of payment under the Agreement and enters this amount to the Assignor Investor's personal account.

6. Communications Exchange and Document Flow.

6.1. Unless otherwise determined under the Agreement and there is a technical capability to do so in the Member Ledger, the official communications and document flow between the Parties shall be performed using the Website resources and SDS.

6.1.1. Upon Authorization, any operations performed by the Investor via the Member Ledger shall be deemed duly authorized by this Investor, unless a court ruling confirming lawless action of any third parties should indicate otherwise.

6.1.2. The Agent may send to the Investors requirements, notices, communications provided for under the Contract by publishing them in the Member Ledger.

6.1.3. Electronic documents shall be acceptable as written evidence in conflict resolution including as evidence of delivery by the Parties to each other of the requirements, notices, communications.

6.1.4. Documents submitted by the Investor to the Agent via the Member Ledger shall be deemed signed using the SDS of the submitting Investor.

6.2. Execution of a written copy of the Agreement and/or such other written documents as relate to the Agreement (hereafter the Documents).

6.2.1. Execution on the Parties request of the documents on paper shall be performed by the Agent for a fee in accordance with the Agent's tariffs published in the Member Ledger or at the Website.

6.2.2. Upon the Parties request or at its own discretion, the Agent may send any Documents to the requesting Party by post or by courier, also the cost of delivery shall be included with the cost of execution of the Documents on paper. The Agent shall not be responsible for the non-performance or improper performance by the third parties of the obligations relating the provision of the postal/courier services and shall not assume any obligations on laying claims against the said third parties in relation to the provision of the courier services.

6.3. The Agent Shall upon the Assignee Investor's request provide an extract from the Transaction Registry executed on paper and certified by the Agent's authorized person, indicating the information on the transactions executed by the Agent in its own name but at the Assignee Investor's expense.

6.4. The Agent Shall upon the Assignor Investor's request provide an extract from the Transaction Registry executed on paper and certifies by the Agent's authorized person, indicating the information on the transactions in which the Agent and the Assignor Investor were the parties.

6.5. The Agent may use signature reproduction by means of mechanic copying on documents provided to the Investors.

7. Liability

7.1. The Parties shall be liable for breach of their obligation in the event of ill will or gross negligence.

7.2. The Parties shall not be liable for the breach of their obligations caused by any technical reasons, in particular: absence of technical support on the days that are not business days, software faults, electronic connection channels overload, equipment faults, other technical reasons arising not through the Parties' fault.

8. Force Majeure

8.1. The Parties are relieved from liability for full or partial non-performance (improper performance) of their obligations, if such non-performance (improper performance) resulted from force majeure arising after the conclusion of this Contract.

8.2. In the event of force majeure the term of performance by the Parties of this Contract shall be extended in proportion to the duration of such circumstances.

8.3. The Party, which is unable to fulfill its obligations hereunder, shall notify the other Party of the beginning, expected duration and cessation of the above circumstances within three Business Days upon the commencement of such circumstances.

8.4. If the impossibility of the complete or partial performance by the Parties of the obligations under the Contract due to force majeure circumstances persists for over one month, either Party may terminate this Contract. In this case neither Party shall have any right to reimbursement of the loss caused by such termination.

9. Dispute Resolution

9.1. The Parties shall take all necessary steps to resolve disputed by friendly negotiation in good faith.

9.2. Any differences between the Parties that could not be resolved by negotiation shall be considered in the course of pre-court dispute settlement procedure. Any claims (motions, complaints and other applications of the kind hereafter jointly referred to as claims) shall during the Agency Contract be sent by the Parties to each other by post with mandatory delivery of scanned copies of all documents delivered by post to the address support@simex.bz.

9.3. Claims shall be considered by the Parties within 30 days after the date of receipt.

9.4. Any disputes unresolved in the course of pre-court dispute settlement procedure shall be subject to settlement in a judicial procedure under the legislation of the state of Nevada (USA).

10. Miscellaneous

10.1. Governing Law:

10.1.1. This Agreement shall be governed by and construed in accordance with the applicable legislation of the state of Nevada (USA).

10.1.2. The Agreement shall be valid for an indefinite period of time.