

# OptionsMarket.io

Whitepaper

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OPCION MARKET Ltd. will take all legal steps to maintain OptionsMarket.io legitimacy in the quickly changing environment of regulatory policies. OptionsMarket.io will stay compliant to all regulatory laws applicable even in the future. Therefore, we have carefully create our product in close cooperation with the legal team provided by our investor.

## The Vision

OptionsMarket.io is a new type of platform for exchanging crypto derivatives and trading in digital assets. The platform offers an easy way to link price to hedging and brings a new perspective on trading digital assets through new types of option contracts.

In the past few years, the cryptocurrency market has been constantly growing. It has become a multibillion-dollar industry, appealing for investors who see it as a platform for making quick money. The sudden popularity of investing in new coins and tokens was undoubtedly inspired by stories of young millionaires who invested in Bitcoin back in the time when only few people believed this technology would be successful.

The vision of effortless income has attracted some expert investors, but also large numbers of inexperienced enthusiasts. A common weakness of these novice investors is that they are not familiar with how cryptocurrencies work since they are usually not interested in the underlying technology of blockchain. Moreover, as opposed to seasoned professional brokers, these new investors typically lack the knowledge of basic stock exchange principles.

However, these newcomers are the driving force behind the quickly growing market, fueling the largest share of the industry. Their number is steadily growing as the public awareness of cryptocurrencies and their benefits spreads across the globe.

## Our experience

When we first decided to invest in cryptocurrencies ourselves, we naturally started using several different existing exchanges, because there was not a single one that would satisfy our needs. We have soon found out, that as technology enthusiasts, we were deeply dissatisfied with the state of the cryptocurrency market. That is why we decided to do something about it.

- We approached other users to ask them about their experience. Many of them shared our views on the unsatisfactory situation of cryptocurrency exchanges. We have heard most of those complaints over and over. Let us summarize the most frequent deficiencies and concerns:
- There is a huge need for a stable and secure cryptocurrency exchange system. Even the biggest players have stability issues, therefore their applications are not completely reliable. This is not acceptable in the trading world, where every millisecond can be worth a large sum of money.
- To the big surprise of users, most cryptocurrency exchanges lack many functionalities of established exchange systems (Forex, commodities, etc.) that have been used for many years.
- The vast majority of cryptocurrency exchanges do not provide an easy-to-use trading from charts, a tool that has been used by traditional exchanges for many years.
- Even the biggest exchanges offer only few of the most common coins and tokens.
- Most exchanges impose restrictive daily and monthly transaction limits. The registration process is too lengthy. The whole registration process can take up to three months, during this time, investors can miss many opportunities.
- The user interface is usually too complex for basic operations, with too much emphasis on tools that are unimportant and not often used. Many common tools do not function as would be expected and leave even the expert traders confused, let alone the beginners.
- In 2020, DEFI exchanges finally expanded massively and there was a large increase in trading in futures contracts, mostly on the BINANCE stock exchange, and finally after the years of the BITMEX monopoly. Trading in futures contracts takes over the vast majority of the traded volume, which no one could imagine in 2017-2018.
- In 2020, the first reports for options trading were issued. But still no one solves or suspects that of all stock and forex trades, the vast majority are currently traded, options and options.

These issues make the users search for more than one exchange, force them to work with more products at once and cause unnecessary inconvenience. It seems that also expert users are missing one exchange that would contain all the basic features and “do them right”.

# Introduction

We are aware that it is challenging to succeed as a new project in a saturated market. However, the fact that OptionsMarket.io is not the first similar cryptocurrency exchange on the market, in fact it is one of its advantages. This allows us to evaluate several established projects and the usability of their features. Unlike the leading exchange platforms, OptionsMarket.io does not have to alter an already operational product and force users to acquire new usage patterns. Currently, we are gathering feedback from users in the field and fine-tuning our platform before the actual launch.

Right from the start we are building an exchange with the expectation of large trading volumes, so the whole solution is based on a scalable microservices architecture.

The motto of our company is to maintain continuous technological and functional development of the product. Our goal is to create a balanced, easy-to-use product that would be suitable for entry-level users, while also providing all the advanced features required by experienced investors.

## Backed by a strong investor

The main investor of OptionsMarket.io is the company Solidní Finance, a.s., a company that has been active in the investment market since 1994. Solidní Finance, a.s. provides all the financial resources needed for the completion of our project. Thanks to a strong financial support of this company, OptionsMarket's project development team can fully concentrate on the creation of a high-quality product. Therefore, can be used as a marketing campaign, rather than a way of gathering necessary financial resources.

Solidní Finance, a.s. cooperates with brokers and stock brokers who are helping the team with user experience testing and they are providing advisory services in processes "behind the curtain". Thanks to these experts with rich experience in the field and also thanks to the technical knowledge of our implementation team, OptionsMarket.io is a project that will have a strong position on the multibillion cryptocurrency market.

Most of the market analysts agree that the field is still in its infancy and expect that it will become more stable as cryptocurrencies will become globally accepted as a means of trade in the future. Gradual regulation in many countries points to the fact that cryptocurrencies are being taken seriously even at the top governmental levels.

## Market analysis

It is almost impossible to find out how many people trade cryptocurrencies and how often they actually trade them. The reasons are following:

- Users can have more than one wallet. They usually have wallets for different services, cryptocurrencies, and for different activities: payment, holding, exchange etc.
- Users of exchanges can have many smaller virtual wallets for every platform, possibly even one wallet for every transaction.

The only way to effectively count the number of cryptocurrency users is an approximation.

According to available data, currently over 200,000,000 wallets were created using the blockchain network. We can easily see the sharp increase in the number of wallets within the last two years.

## Target group

As we already pointed out in Introduction of this white paper, OptionsMarket.io is aiming at the large and steadily growing group of novice investors as the main target group. To specify the target group, let's sum up some of the main traits of a potential user:

- A new user, who is searching for the best business opportunity and needs the help of a community of professionals.
- An experienced user searching for a better trading platform to replace his current exchange.
- The owner of a larger amount of cryptocurrencies, searching for a safe way to multiply his holdings via high interest P2P loans.
- A holder, who wants to gain passive income from the transaction fees OptionsMarket.io will divide between investors.
- An exchange specialist, who knows how to maximize his earnings using a few different exchange platforms.
- Strategy providers and asset managers, who manage asset portfolios of their clients.

These user personas can and in most cases will mingle into more complex groups. That allows us to reach our audience with a wider variety of marketing tools, as their online presence in different channels overlaps.

# The Product

## Security

The main concern of any rationally thinking investor must be the safety of a given service. Questions like "Is it safe to entrust my money to the platform owners?" or "Can I trust the expertise of the creators?" are perfectly understandable. That is why we have built our exchange with the mindset, "security first". We provide multiple security layers, including unmatched server-side security, hardware wallet storage and premium protection against phishing and DDoS attacks. We have learned from the best and will secure your investment no matter what.

We are still in process of testing all possible security measures, but we have already created a basic set of rules for the exchange. The set includes, but is not limited to, the following:

- Strict internal security processes, risk and vulnerability management

- Certified data center that meets the highest security standards – ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402, PCI Level 1, Sarbanes-Oxley (SOX), FISMA Moderate
- Port scanning
- An isolated database environment
- Individual microservices, communication via an encrypted protocol
- 90%+ test coverage
- Regular test-first updates of all used dependencies
- Secure communication over IPsec (Internet Protocol security)
- SQL injection protection
- EV SSL certificate
- SSL/HTTPS + HSTS
- Cross-site scripting protection (XSS)
- Cross-site request forgery protection (CSRF)
- High efficiency DDoS protection
- Spoofing and sniffing protection
- IP address blacklist
- Strong password policy with two-factor authentication (SMS verification, Google Authenticator)
- All passwords and keys will be stored using modern hashes (Argon2i, bcrypt, scrypt or PBKDF2)
- Cryptography – we do not use MD5, SHA-2 or similar hash functions that could mean potential security vulnerability of the system. All sensitive data will be encrypted using AES-256 encryption.
- Private keys stored on multiple cryptocurrency wallets. The wallets will be geographically separate, so that compromise of one wallet will not endanger all keys.

## User Interface

We conducted in-depth interviews with exchange experts and the results have shown that every user has different needs and likes different things when it comes to the user interface. Therefore, we decided to make our default interface based on the most common usage patterns. Our designers have spent hours analyzing the user experience of professional brokers to build a truly distraction free interface. We aim to fulfill the needs of the majority of users. However, we plan an addition of customizable user interface to suit the needs of all of our clients.

## Margin trading

Margin (also leverage) trading is an expert tool used to level up the order income. On the other hand, this highly requested functionality can represent a high-risk scenario for the lender and the exchange if not “done right”. It is quite difficult to master the right algorithm for pairing the lender with the buyer and that is one of the reasons, why the feature is not as common as it might be.

We are aware that margin trading is regulated or even restricted in certain countries. The platform will allow restriction of certain functions for specific countries, thus effectively providing the needed flexibility.

## All coins and tokens in one place

Some exchanges do not offer small tokens because these tokens have low liquidity and not everyone is interested in buying them. However, there is a high demand for exchanges with a wide portfolio of tokens of different values. That is why OptionsMarket.io will offer the majority of important tradeable tokens.

It is probable that we will add tokens and coins gradually/one by one, so not all of them will be available at the launch of the first version. The key trading pairs included at the launch will be: Bitcoin (BTC), Litecoin (LTC) and Ethereum (ETH).

## Bot-friendly API

OptionsMarket.io will support all kinds of traders. Traders who prefer carefully planned long-term strategies can take advantage of our bot-friendly, well documented API. You will be able to customize your own notifications, trading orders, limits and much more.

## Social elements

Interest in cryptocurrencies has connected highly specialized communities of professional and semi-professional exchange brokers. We plan to foster and cultivate this community even further. OptionsMarket.io will feature group chats, categorized by topics, currencies etc. Real-time chat will allow users to share their knowledge and experience, communicate with others, ask for help or share a solution.

Yet another social mechanism is trader ranks. The profile of every trader will be distinctly highlighted by a color and symbols based on their trade volume and success. This way the community can grow, strive and become stronger in a truly win-win fashion.

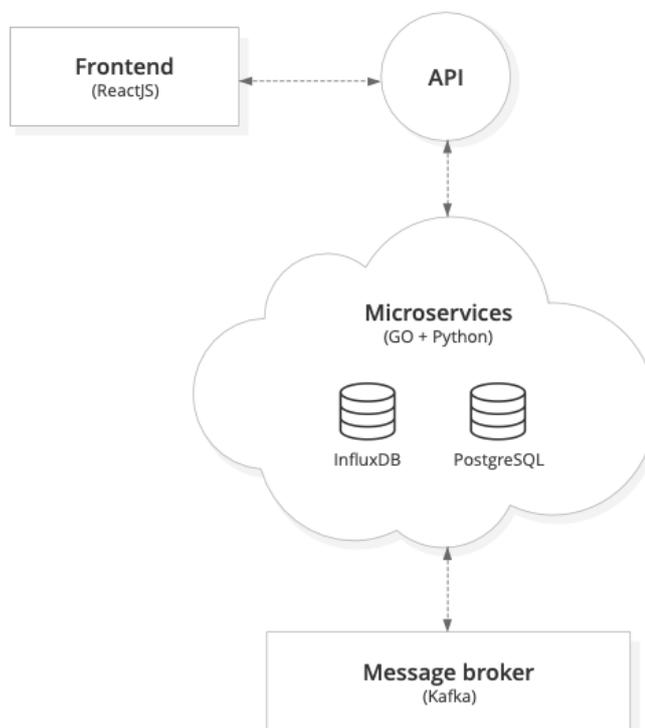
## Playful basic platform for beginners

As a beginner, try going to an existing platform and trading an option contract. 99% of you will not succeed and you will leave or click on something wrong. We have prepared a basic platform where it is possible to intuitively "bet" on the growth or decline of a cryptoactive or simply buy an issued contract or sell it. There are also interesting other social bets, such as what will happen on the political scene.

## Underlying technology

Carefully planned design and flawless technical execution are key factors for API smooth user experience. Our developers have long-term experience creating global IoT projects, streaming services and other volume-heavy platforms that provide services to hundreds of thousands of users at the same time. The team has put together a stack of technologies we have already tested and implemented elsewhere.

Our application will be distributed between carefully planned microservices. This will allow us to maximize effectivity of every part of the platform and will provide almost unlimited scalability for the future.



Most of the OptionsMarket's microservices are written in Go and fully test-covered. The programming language Go, created by Google, is typical for its low latency, highly secure design and a high level of standardization.

The administrative interface and part of the microservices of OptionsMarket.io is built in Python's popular framework Django. Database is handled by Apache Kafka, a platform for distributed streaming. Apache Kafka was created for real-time data logging and data pairing. It will be used together with a time series database system InfluxDB to handle transactions, margin trading and fees distribution. All other data will be securely stored within performance-oriented database PostgreSQL.

The front end interface (content presented to a user) is written in React, the JavaScript library used by global services for real-time data and content streaming (Facebook, Spotify, Twitch, Instagram, Netflix etc.)

The main interface of every trader is a chart or set of charts. OptionsMarket.io will build the interface using Tradingview charts, a service widely used among other exchange platforms. These charts are highly customizable and provide the flexible functionality for almost every use case.

## Crypto Options

Options (regardless if standard derivative of crypto options) contract is an agreement between the seller and the buyer, which gives the buyer the right to exercise the conditions of the contract on a specified date, at a specified rate.

It is similar to a futures contract, except that it is a right, not an obligation. An option is a contract that is usually a derivative of a futures or forwards. Hence, the losses in case be limited if the buyer of an option chooses not to exercise his rights. Nevertheless, the seller of an option stands at an unlimited risk position, as he is obliged to the will of the buyer.

There are two basic categories of options based on the execution:

- **American:** Where a buyer can exercise the contract at any time before the expiry date
- **European:** Where a buyer can only exercise the contract at the moment of expiry

Currently, most of the options available in the market are European Style only. Hence, the option to exercise these contracts are available only at expiry.

Moreover, while most exchanges offer buying of options only, there are now the possibilities to sell options as well. However, selling an option is a lot closer to futures in terms of risk. The sellers stand to make profit from the premiums paid by the buyers of unexercised options.

There are two different types of options, regardless on the fact if they are crypto options of traditional market options

- **Call:** The right to buy the underlying asset
- **Put:** The right to sell the underlying asset

Each option contract has an expiration date – when the contract must be settled by – and a “strike price.” This refers to the price at which the contract buyer has the right to buy or sell the underlying asset upon expiry (or before if it’s an American-style option.)

Crypto options trade in the same way as any other basic call or put option where an investor pays a premium for the right—but not obligation—to buy or sell an agreed amount of particular cryptocurrency on an agreed date.

The writer or seller is an entity that sells these calls and put options. The seller of options has unlimited liability, in case the buyer exercises his options. Hence, the writer pays a margin to the broker or the clearing house in this case.

The buyer of the option obtains a right rather than an obligation on his call and put option. To opt for this option, the buyer needs to pay a premium to the writer.

	<b>Buyer (Long)</b>	<b>Seller (Short)</b>
<b>Call</b>	<ul style="list-style-type: none"> <li>- <b>Right to buy</b> the underlying (i.e. to exercise the option)</li> <li>- Pays the premium</li> </ul>	<ul style="list-style-type: none"> <li><b>Obligation to sell</b> the underlying, if buyer exercises the option</li> <li>- Receives the premium</li> </ul>

<b>Put</b>	- <b>Right to sell</b> the underlying (i.e. to exercise the option)  - Pays the premium	<b>Obligation to buy</b> the underlying, if buyer exercises the option  - Receives the premium
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## Strike Price

The strike price (or exercise price) of an option is the price at which a put or call option can be exercised. For a call option, the strike price is the price at which the option holders can buy the underlying asset. For a put option, the strike price is the price at which the option holders can sell the underlying asset. It is predetermined in the options contracts.

## Expiration date

Exercising an option means putting into effect the right to buy or sell the underlying assets specified in the contract, as opposed to allowing the contract to expire.

Exercising a put option enables the holder to sell the underlying asset at a stated price, and exercising a call option enables the holder to buy the underlying asset at a stated price.

## How can you make profit on Crypto Options with OptionsMarket.io?

To understand an options contract, one must understand the premium and margins. The buyer of an option pays a premium for either selling or buying a certain amount of cryptocurrency at a certain time, on a specified date.

- The buyer of a call or put option pays only the premium
- But, the seller of the put or call option pays the margin, which needs to be covered according to the strike price and market price. However, in case there is little difference between the strike price and expiration date price, the seller makes profit on the premiums.

Note, the buyer only makes a profit if the odds turn in his favor above the premium paid for the option.

Hence, the rate of premium on specific strike price is an important metric which can also help in understanding the market sentiments.

For example, let's say the premium for a call option is high, then it implies the market is probably bullish at that moment. On the other hand, if the premium for a put option at a particular strike price is high, it means that market is heavily betting on the price falling below it on expiration.

## Leverage

There is also the leverage. It's value of 100x implies that some of these derivative contracts let a trader bet (for example) on 100 Bitcoin by the use of only 1 BTC. Nonetheless, the risks associated with the 'leveraged' contracts are equally high. It is basically borrowing money from liquidity providers to speculate on assets.

## Strategies

### Holding a call to speculate

The long call option strategy is the most basic trading strategy in this field, whereby a user buys call options with the belief that the price of the underlying asset will rise significantly beyond the strike price before the option expiration date.

#### **Example:**

Client holds ETH and he is bullish due to the growing DeFi ecosystem on Ethereum. He is holding 1 ETH at the moment. To maximize his gains if the price goes up in the near future, Sam buys 1 ETH call with the strike price of \$700 and the expiry of 15 days. The premium is \$70 for each contract.

If the price grows by 20% to \$840 in two weeks, Client will get \$140 ( $\$840 - \$700$ ) by exercising the call, and the return is 100% ( $(\$140 - \$70) / \$70$ ). The call gives him a 5x leverage in return.

If the price drops by 20% to \$560 in two weeks, he will not exercise the call option and \$70 will be all he can lose. That's the above-mentioned premium

For holding one ETH, client may lose only \$140 in case of a price collapse.

### A conservative strategy – secure your positions by Put Option

A put position is created by buying (or owning) an asset and buying put options with a strike price equal or close to the current price of the asset.

#### **Example:**

Client is holding ETH and is satisfied with the recent bull run to over \$750. While he is concerned that the market may be headed for a correction, he does not want to give up potential profits if the market continues to rise.

To make the most out of this situation, he buys put options as insurance, with a strike price of \$740. This means that even if the market drops, he still has the right to sell at \$740. If the ETH price continues to rise, he can always choose not to exercise the puts and ride the bull run.

In this example, client is buying puts working as insurance, with which he can sleep tight at night with protections and still enjoy the possible gains.

### Call option – to be ensured against market moving sideways

A covered call is created by owning an asset and selling an equivalent amount of call options. To execute this strategy, a trader holds a long position in an asset and writes (sells) call options on that same asset to generate an income stream.

#### **Example:**

Client is holding ETH with a price of \$750. He expects that the market will stay flat or move sideways for a while and wants to possibly lower her cost in the flat market. Therefore, he decides to sell ETH calls with the strike price of \$760 and earn the premiums of \$50 immediately.

If the price gets higher than \$760, he will sell when the option buyers exercise the calls. If the price stays lower than \$760 till expiration, client will still get premiums and lower the cost of holding one ETH by \$50.

In this example, client employs a covered call strategy as he intends to hold the underlying asset for a long time but does not expect an appreciation in price in the short term, and he is satisfied with selling the assets at a predetermined price.

### Sell Put Option and Buy the Dips

If one writes/sells a put option, that investor is obliged to purchase the underlying assets if the option buyer exercises the option.

#### **Example:**

Client is bullish on ETH, and he wants to increase his investment if the market makes any corrections. For instance, assuming the price is \$800, he would like to increase his investment if the price returns to \$750.

He could place orders on exchanges — but it would be even better if he sold a put option with a strike price of \$750, thus pocketing an immediate \$30 in premium. While if the market actually drops to the target price of \$750, he could immediately make a purchase when the option holder exercises.

Selling puts can be a useful strategy for buying the dips at the target price while generating immediate cash flows.

# OPTMARK Token

OptionsMarket.io (OPTMARK) is based on Ethereum blockchain system and is standard ERC20 compliant. During the STO period we will offer 250,000,000 tokens out of total 500,000,000. Sale will start on April, 2021 and will be followed by strategic phases as illustrated in the chapter “Roadmap” below.

## Token sale

We plan to divide the token sale into several stages, rewarding early adopters with the highest bonus rate. The token sale will not be limited by time, as is common for other STOs, but by the amount of tokens. Once the tokens are sold, there will be no other chance to buy them with the given bonus. To keep the price of OPTMARK steady, OptionsMarket.io will lockout its tokens and will release them in regulated quantities, always in a given period of time.

<b>Value of token</b>	1 OPTMARK = 0.1 USD
<b>Minimal transaction</b>	100 OPTMARK

Phases of the sale are as follows:

<b>Sale phases</b>	<b>Tokens available</b>	<b>Token bonus</b>
Public sale 1	100,000,000 OPTMARK	50 %
Public sale 2	75,000,000 OPTMARK	25 %
Public sale 3	50,000,000 OPTMARK	15 %
Public sale 4	25,000,000 OPTMARK	10 %

## Security tokens

Among the trading professionals, it is widely acknowledged that the most of utility tokens is never going to return the hundreds of millions dollars back to its investors. The ICO bubble has burst. We have foreseen it already last year and that is why we have immediately decided to build our project as an STO. Security tokens are sometimes called the investment of future and we believe they will receive the attention they deserve.

In the first half of the year 2021, we have created a security token called OptionsMarket (ticker OPTMARK) and have offered it to qualified investors. Every owner of our OPTMARK token is a bit like a shareholder of our company and has the right to receive a dividend. If you are interested in this topic, the whole principle of dividends is explained in chapter: How can I benefit from investing into OptionsMarket.

## Token distribution

Token Sale	50 %
Bounty System	5 %
Team, Investors, Advisors	20 %
Liquidity providers	25 %

## Use of funds

Marketing, Operations	16 %
Development Platform	25 %
Legal	3 %
Ensuring Liquidity, Support	23 %
Infrastructure	8 %
Security	12 %

## Exchange Listing

We plan to launch on several exchanges with high trading volumes. The application and procession for listing on several exchanges. We will target exchanges with high trading volumes.

# How can I benefit from investing into OptionsMarket

## System of rewards for investors

We want to reward the community of investors and therefore, **80 % of all OptionsMarket's exchange fees is redistributed back to them.** If you participate in our coin offering, you can generate passive income from the exchange fees. The earnings are redistributed every month and your current revenue is displayed in your user profile. Every user can freely transfer the tokens, send them to his wallet outside of the exchange or invest further. Investors are thus granted a transparent and easy-to-track system of rewards.

## Income from margin trading

Margin trading is one of the basic tools of trade of any exchange broker. Traders can borrow a leveraged amount of money at market-driven interest rates. This way they can invest more and significantly increase their profits from their investment. A smart automatic pairing and closing algorithm will secure both sides of the deal.

Traders pay loan fees both to the exchange and the loaner. **80 % of portion of the interest income paid to the exchange is distributed among OptionsMarket.io token holders every month.** Please, see the interactive chart on our webpage to learn more about the potential revenue available for token holders.

## Additional tokens gained from fees

You can acquire OPTMARK tokens in more ways than by cryptocurrency exchange during the STO stage of the project. We designed a mechanism that will guarantee that all active users of our exchange platform can get OPTMARK tokens for every transaction they make.

The amount of gained tokens will be calculated according to the value of the transaction. Tokens will be distributed fairly. They will be credited to the user's wallet as soon as the transaction is completed. In total, we will distribute 5 % of all issued tokens, plus the tokens that would not be sold in the STO stage of the project.

## Reward model

The token distribution mechanism is optimized to reward actively trading users. The estimation of the payback period is based on the system of rewards for investors; to be more specific we base this on daily exchange volume.

## Example of rewards

A user trades 1 BTC. This trade will cost him 0.15% of the traded value. 50% of the paid fee will be returned back to the user in OPTMARK tokens. These tokens can be further sold or you can hold them to increase your passive revenue. This way, users can de facto get back the value of previously paid fees.

## Providers of liquidity the first year of operation of the platform and active growth of users

Although we have large liquidity providers in place, we want to support our users / liquidity providers by paying extra rewards. Therefore, we will use part of the tokens for these purposes for the first year. Unused tokens will be burned.

# Market liquidity

Liquidity creation is an important issue for all current and planned platforms for cryptocurrency exchange and trading. If a new platform can't create a reasonable liquidity immediately after its launch, it can quickly lose interest of early traders and this can inevitably lead to a premature end of the whole system. We are fully aware of this issue and that is why we have developed our strategic market creation plan. The plan is constantly evolving to reflect current cryptocurrency market development and allows OptionsMarket.io to stay up-to-date with all legislative and economical changes.

## A loyal community

From the very beginning of the OptionsMarket.io project, we know that we cannot survive without healthy and loyal community. Even before our designers started with first iterations of the platform itself, we have started to pitch ideas for a community-friendly environment.

Our goal was not just to create environment for trading, but also for seamless communication of our users, simple sharing of trading experience and support of specific roles (asset managers, margin lenders, investors etc.) To make this happen, we have created an internal proof of concept consisting from a set of tools: P2P chat, thematically-grouped rooms and rating of users based on their trading performance and activity. We believe every social activity can be engaging, but we have decided to step a little further and added some elements of gamification to our exchange platform.

OptionsMarket.io is successfully building its own community on social media. After several months of work, we have gained thousands of followers on Facebook, Twitter and Telegram. The members are mostly involved in the fintech field, cryptocurrencies and exchange trading. We are pleased that we have so far heard very positive feedback from our community members.

## Resale of security tokens

Security tokens will make it big this year. Investors will be searching for a straightforward and of course a legal way to obtain them. Safe exchange platform like OptionsMarket.io with all necessary licenses will be the first stop for most of them. OptionsMarket.io will provide a resale of trustworthy security tokens.

Before we list and offer each one of them, every token will go through a multi-level security audit. To gain a trust of investors, we will give an extra care to the tokens we will offer on our platform. The sale of security tokens of blockchain projects, real estate, commodities and other types of tradeable goods will massively enlarge the liquidity of OptionsMarket.io.

## Support of our partners

Business is not built on lucky coincidences. We have spent months arranging business partnerships with innovative companies and individuals, building a mutual trust.

For the purpose of achieving the best liquidity, we will combine liquidity acquired from the top cryptocurrency exchanges, connecting us to the top liquidity providers, while achieving residual one from our customers and their orders.

Another important factor we are planning to focus on, is the trading volume, where our dedicated team will monitor the conditions to be as comfortable as possible for the traders. We will motivate them to trade with us, supporting trading volumes as well as liquidity as a result.

Furthermore, extension of other services, like payments systems' variability, communication with vendors accepting cryptocurrencies etc. is incorporated into our global plan to make the exchange the best place for traders or other customers and achieve ideal liquidity.

## Lower fees

Trading fees are a necessity not only for securing trouble-free and secure infrastructure, but also to assure future development and optimization of the application. For a platform of this scope, regular work of a team of experienced developers, designers and managers is a must.

Compared to other platforms, OptionsMarket.io will not only offer lower fees than the most, our fees will be also precisely adjusted according to the volume of transaction and current activity on the market. The fact that we are rewarding active traders with OPTMARK tokens is yet another small step to support liquidity of the platform.

# OPTMARK TOKEN PURCHASE AGREEMENT

This OPTMARK Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your purchase of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “OPTMARK Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Options Market Company Ltd., registered office at 85 Great Portland Street, London, England W1W 7LT, IBC No.: 13240277 (“Options Market,” together with its controlling company, subsidiaries and affiliates, “Company”). Buyer, Options Market and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

## **IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

Buyer acknowledges, understands and agrees to the following:

• OPTIONSMARKET is developing a cryptocurrency exchange (the “Option Market Exchange”) as further described in the OptionMarket White Paper (as it may be amended from time to time) (the “White Paper”); at the end of its development stage, OptionMarket will run the OptionMarket Exchange it has developed, having institutional clients for its use already agreed;

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of OPTMARK Tokens.
- **NO U.S. OR CHINESE BUYERS:** OPTMARK Tokens are not being offered or distributed to U.S. persons (as defined below) of North Korea (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a “U.S. person”), or, if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of Korea (a “Korean person”), do not purchase or attempt to purchase OPTMARK Tokens.
- **OPTMARK TOKENS REPRESENT THE RIGHT OF INVESTOR TO RECEIVE 80% OF ALL OPTIONSMARKET’S EXCHANGE FEES.** Thus, the Company binds itself to redistribute its earnings each month to the investors.
- **PURCHASE OF OPTMARK TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL OPTMARK TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**
- **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.**

## 1. ACCEPTANCE OF AGREEMENT AND PURCHASE OF OPTMARK TOKENS

1. 1.1. This Agreement shall be effective and binding on the Parties upon Company's receipt of payment from Buyer. 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.
2. 1.2. Website Terms of Use. Company has established Terms & Conditions, as may be amended from time to time, for the Website located at [optionsmarket.io](http://optionsmarket.io) which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.
3. 1.3. White Paper. Company has prepared the White Paper, which is available at <http://OptionMarket.io>, describing matters relating to the OptionMarket Exchange. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.
4. 1.4. OPTMARK Tokens.
  1. Participation on Profit. As mentioned above, the OPTMARK tokens bear the right to receive pro rata income from 80% of the OptionsMarket Exchange income earned each month, thus representing a security token. Moreover, OPTMARK tokens will be tradable on the OptionsMarket exchange. Residual of the OptionsMarket Exchange will be used for the ongoing development and administration thereof.
  2. Company's Use of Proceeds. Buyer knowledge sand understands that the proceeds from the sale of the OPTMARK Tokens will be utilized by Company in its sole discretion.

## 2. OPTMARK TOKEN DISTRIBUTION

1. 2.1. Allocation and Distribution of OPTMARK Tokens. OptionsMarket intends to allocate and distribute OPTMARK Tokens (the "OPTMARK Token Distribution") in accordance with the material specifications as set forth in Exhibit A to this Agreement, including details regarding the timing (the "OPTMARK Distribution Period") and pricing of the OPTMARK Token Distribution and the amount of OPTMARK Tokens that will be distributed. During the OPTMARK Distribution Period, OptionsMarket will provide specific procedures on how Buyer should purchase OPTMARK Tokens through the official Website. By purchasing OPTMARK Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any OPTMARK Tokens. Any buyer of OPTMARK Tokens may lose some or all of the amounts paid in exchange for OPTMARK Tokens, regardless of the purchase date. The receipt or purchase of OPTMARK through any other means other than the official Website are not sanctioned or agreed to in any way by the OptionsMarket Parties. Buyer should take great care that the website used to purchase OPTMARK Tokens has the following universal resource locator (URL): [www.optionsmarket.io](http://www.optionsmarket.io)
2. 2.2. No U.S. or North Korea Buyers. The OPTMARK Tokens are not being offered to U.S. persons or Korean persons. U.S. persons and North Korean persons are strictly prohibited and restricted from purchasing OPTMARK Tokens and Company is not soliciting purchases by U.S. persons or North Korean persons in any way. If a U.S. person or a North Korean person purchases OPTMARK Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a North Korean person as Buyer or Buyer has entered into this Agreement or has purchased OPTMARK Tokens on behalf of a U.S. person or a Korean person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of

information to the appropriate authorities. Any U.S. person or North Korean person who purchases OPTMARK Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless OptionsMarket and OptionsMarket's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assignees (collectively, the "OptionsMarket Parties") from any 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 (collectively, the "Damages") incurred by a OptionsMarket Party that arises from or is a result of such U.S. person's or North Korean person's unlawful, unauthorized or fraudulent receipt or purchase of OPTMARK Tokens.

3. 2.3. Allocation and Sale of OPTMARK Tokens to OptionsMarket Parties. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of OPTMARK Tokens, including people who may work on the development and implementation of the OptionsMarket Exchange or who may work for OptionsMarket's future businesses which OptionsMarket may establish with a portion of the proceeds from the OPTMARK Token Distribution. All such OptionsMarket Parties will participate on the same terms as every other buyer of OPTMARK Tokens and will be bound by this Agreement.
4. 2.4. No Representations and Warranties. The OPTMARK Tokens will be distributed to buyers thereof pursuant to conditions set in the Agreement. None of the OptionsMarket Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the OPTMARK Tokens or their utility, or the ability of anyone to purchase or use the OPTMARK Tokens. Without limiting the foregoing, none of the OptionsMarket Parties represent or warrant that the process of purchasing the OPTMARK Tokens or receiving the OPTMARK Tokens will be uninterrupted or error-free or that the OPTMARK Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive OPTMARK Tokens and may lose the entire amount Buyer paid to Company.

### **3. NO OTHER RIGHTS ARISING**

1. 3.1. No Claim, Loan or Ownership Interest. The purchase of OPTMARK Tokens: (a) does not provide Buyer with any voting, redemption, liquidation, proprietary rights (including all forms of intellectual property); (b) does not represent any kind of loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company except for the right to receive his portion on the OptionsMarket Exchange income, specified above.
2. 3.2. 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. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

#### **4. SECURITY AND DATA; TAXES**

1. 4.1. Security and Data Privacy.
  1. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of OPTMARK Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's OPTMARK Tokens and/or access to Buyer's account. Company is under no obligation to recover any OPTMARK Tokens and Buyer acknowledges, understands and agrees that all purchases of OPTMARK Tokens are non-refundable and Buyer will not receive money or other compensation for any OPTMARK Tokens purchased.
  2. Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute OPTMARK Tokens to Buyer until such requested information is provided.
2. 4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of OPTMARK 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.

#### **5. REPRESENTATIONS AND WARRANTIES OF BUYER**

By buying OPTMARK Tokens, Buyer represents and warrants to each of the OptionsMarket Parties that:

1. 5.1. Not a U.S. Person or North Korean person: Buyer is not a U.S. or a North Korean person.
2. 5.2. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase OPTMARK Tokens, and to carry out and perform its obligations under this Agreement.
  1. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase OPTMARK Tokens.
  2. 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.
3. 5.3. 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: (a) any provision of Buyer's organizational documents, if applicable; (b) 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.

4. 5.4. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than Buyer.
5. 5.5. Buyer's Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of OPTMARK Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of OPTMARK Tokens, and liability to the OptionsMarket Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase OPTMARK Tokens.
6. 5.6. Funds; Payments.
  1. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase OPTMARK 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 OPTMARK Tokens to finance, engage in, or otherwise support any unlawful activities.
  2. Payments. All payments by Buyer under this Agreement will be made only in 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.
7. 5.7. Miscellaneous Regulatory Compliance.
  1. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.
  2. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or OPTMARK Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with OPTMARK 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.

## 6. DISCLAIMERS

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing OPTMARK Tokens at the Buyer's sole risk and that the OPTMARK 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.

6.2. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE OPTMARK 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, NON- INFRINGEMENT, 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.

## 7. RISKS

OPTMARK TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the OPTMARK Tokens (including those not discussed herein), all of which could render the OPTMARK Tokens worthless or of little value:

1. 7.1. OPTMARK Platform. Buyer should not purchase OPTMARK Tokens in reliance on the OPTMARK Platform because OPTMARK Tokens are not usable on the OPTMARK Platform and do not entitle Buyer to anything with respect to the OPTMARK Platform.
2. 7.2. Purchase Price Risk. The distribution of OPTMARK Tokens will occur at the end of each set period during the OPTMARK Distribution Period. There are no guarantees as to the price of OPTMARK Tokens purchased by Buyer and no guarantees that the price per OPTMARK Token determined each period by the market will be equal to or higher in the subsequent periods of the OPTMARK Distribution Period. There is the possibility that the price per OPTMARK Token in subsequent periods of the OPTMARK Distribution Period falls below the price paid by initial buyers of OPTMARK Tokens during the OPTMARK Distribution Period. OptionsMarket reserves the right to change the duration of the OPTMARK Distribution Period for any reason, including, without limitation, the unavailability of the Website or other unforeseen procedural or security issues.
3. 7.3. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the OPTMARK Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive OPTMARK Tokens the same day Buyer sends ETH.
4. 7.4. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.
5. 7.5. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in OPTMARK Tokens at any time, or for the price Buyer paid. By purchasing OPTMARK Tokens, Buyer acknowledges, understands and agrees that: (a) OPTMARK Tokens may have no value; (b) there is no guarantee or representation of liquidity for the OPTMARK Tokens; and (c) the OptionsMarket Parties are not and shall not be responsible for or liable for the market value of OPTMARK Tokens, the transferability and/or liquidity of

OPTMARK Tokens and/or the availability of any market for OPTMARK Tokens through third parties or otherwise.

6. 7.6. Token Security. OPTMARK Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the OPTMARK Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and OPTMARK Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the OPTMARK Tokens or result in the loss of Buyer's OPTMARK Tokens, the loss of Buyer's ability to access or control Buyer's OPTMARK Tokens in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of OPTMARK Tokens are not guaranteed any remedy, refund or compensation.
7. 7.7. Access to Private Keys. OPTMARK Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing OPTMARK Tokens will result in loss of such OPTMARK Tokens, access to Buyer's OPTMARK Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's OPTMARK Tokens. Company is not responsible for any such losses.
9. 7.9. New Technology. The OptionsMarket Exchange and the OPTMARK Platform and all of the matters set forth in the White Paper are new and untested. It is possible that no blockchain utilizing the OptionsMarket Exchange will be ever be launched and there may never be an operational OPTMARK Platform. Buyer should not rely on the OptionsMarket Exchange or the ability to receive tokens associated with the OPTMARK Platform in the future. Even if the OptionsMarket Exchange is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the OptionsMarket Exchange may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the OPTMARK Tokens and any tokens transferable on the OPTMARK Platform may become outdated.
10. 7.10. Reliance on Third-Parties. Even if completed, the OptionsMarket Exchange will rely on third parties to certain extent to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on the OptionsMarket Exchange and OPTMARK Platform.
11. 7.11. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's OPTMARK Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the OptionsMarket Exchange of which Company makes no representation or guarantee.
12. 7.12. Exchange & Counterparty Risks. If Buyer sends any acceptable cryptocurrency from an exchange or an account that Buyer does not control, OPTMARK Tokens will be allocated to the account that has sent the cryptocurrency; therefore, Buyer may never receive or be able to recover

Buyer's OPTMARK Tokens. Furthermore, if Buyer chooses to maintain or hold OPTMARK Tokens through a cryptocurrency exchange or other third party, Buyer's OPTMARK Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the OptionsMarket Exchange. By purchasing OPTMARK Tokens, Buyer acknowledges and agrees that Buyer

sends cryptocurrency through an exchange account and/or holds OPTMARK Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

13. 7.13. Changes to the OptionsMarket Exchange. The OptionsMarket Exchange is still under development and may undergo significant changes over time. Although Company intends for the OptionsMarket Exchange to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the OptionsMarket Exchange and launches the OPTMARK Platform also may make changes, any of which may mean that the OPTMARK Platform does not meet Buyer's expectations.
14. 7.14. Risk of Alternative Blockchains based on OptionsMarket Exchange. The OptionsMarket Exchange will not likely be licensed under an open source license until after the end of the OPTMARK Distribution Period; however, it is possible somebody will not respect the OptionsMarket Exchange copyright or will modify the OptionsMarket Exchange after it has been released under an open source license. Therefore, it is possible for someone to utilize the OptionsMarket Exchange to build and launch blockchain protocols using a token distribution other than the one intended for the OPTMARK Tokens pursuant to the OptionsMarket Exchange both prior to or after the OptionsMarket Exchange has become licensed as open source.
15. 7.15. Project Completion. The development of the OptionsMarket Exchange may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
16. 7.16. Lack of Interest. Even if the OptionsMarket Exchange is finished and adopted and the OPTMARK Platform is launched, the ongoing success of the OPTMARK Platform relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the OPTMARK Platform.
17. 7.17. 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 OPTMARK Tokens in various ways, including, for example, through a determination that OPTMARK Tokens are regulated financial instruments that require registration. Company may cease the distribution of OPTMARK Tokens, the development of the OptionsMarket Exchange or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
18. 7.18. Risk of Government Action. As noted above, the industry in which Company operates is new, and may 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. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments,

settlements, fines or penalties, or cause Company to restructure its 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 OPTMARK Tokens and/or the development of the OptionsMarket Exchange.

## **8. LIMITATION OF LIABILITY; INDEMNIFICATION**

1. 8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the OptionsMarket Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any OptionsMarket Party. Each of the OptionsMarket Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a OptionsMarket Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a OptionsMarket Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
2. 8.2. Damages. In no circumstances will the aggregate joint liability of the OptionsMarket Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.
3. 8.3. 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.
4. 8.4. Release. To the fullest extent permitted by applicable law, Buyer releases the OptionsMarket 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.
5. 8.5. Indemnification.
  1. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the OptionsMarket 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 OptionsMarket Party arising from or relating to: (i) Buyer's purchase or use of OPTMARK 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.
  2. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

## 9. DISPUTE RESOLUTION

1. 9.1. Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (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 defined in Section 9.2 below.
2. 9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys’ fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.
3. 9.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## 10. MISCELLANEOUS

1. 10.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of Seychelles, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
2. 10.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of OptionsMarket. Any assignment or transfer in violation of this Section 10.2 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.
3. 10.3. 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 OptionsMarket Party about the OPTMARK Tokens, the OptionsMarket Exchange, the OPTMARK Platform, Blockchain Tokens or any other tokens on the OPTMARK Platform.

4. 10.4. 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.
5. 10.5. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at [www.optionsmarket.io](http://www.optionsmarket.io). The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
6. 10.6. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the OPTMARK Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.
7. 10.7. 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.
8. 10.8. No Partnership; No Agency; 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 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.
9. 10.9. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of OPTMARK Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.