

SUPREME COURT FOR THE STATE OF NEW YORK
COUNTY OF NEW YORK

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| | : | |
| FACTSET RESEARCH SYSTEMS INC., | : | Index No. |
| | : | |
| Plaintiff, | : | SUMMONS |
| | : | |
| -against- | : | |
| | : | |
| CG BLOCKCHAIN, INC. | : | |
| | : | |
| Defendant. | : | |
| | : | |
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To the above-named defendant:

YOU ARE HEREBY SUMMONED and required to serve upon the plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is pursuant to the choice of law and forum selection provision as contained in the contract which is at issue in this litigation.

Dated: New York, New York
January 3, 2019

FACTSET RESEARCH SYSTEMS INC.

By: /s/ Trevor L. Bradley

Brian E. Moran

Trevor L. Bradley

ROBINSON & COLE LLP

666 Third Avenue, 20th Floor

New York, NY 10017

Tel. No.: 212-451-2900

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Attorneys for FactSet Research Systems Inc.

TO: CG Blockchain, Inc.
77 Water Street, Unit 700
New York, NY 10005.

SUPREME COURT FOR THE STATE OF NEW YORK
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| | | |
|--------------------------------|---|------------------|
| ----- | X | |
| | : | |
| FACTSET RESEARCH SYSTEMS INC., | : | Index No. |
| | : | |
| Plaintiff, | : | COMPLAINT |
| | : | |
| -against- | : | |
| | : | |
| CG BLOCKCHAIN, INC. | : | |
| | : | |
| Defendant. | : | |
| | : | |
| ----- | X | |

Plaintiff, FACTSET RESEARCH SYSTEMS INC. (hereinafter “FactSet”), by and through its attorneys, Robinson & Cole LLP, as and for its complaint against CG BLOCKCHAIN, INC. (“CG”), alleges as follows:

1. FactSet is a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 601 Merritt 7, Norwalk, Connecticut 06851.
2. Upon information and belief, CG is a corporation duly organized and existing under the laws of the State of New York, with its principal place of business located at 77 Water Street, Unit 700, New York, New York 10005.
3. FactSet is an international information services company that offers a multi-asset, global technology platform for financial institutions and assets. It focuses on compiling and analyzing financial and market data. The services FactSet provides to its customers include: (a) real-time global streaming market data; (b) analyses of company financials, historic performance and macroeconomic data; (c) tools for drafting financial reports, research reports and pitchbooks; (d) financial performance analyses; (e) fixed income security analytics, portfolio management

and risk management software; (f) conference call transcription software; (g) mergers and acquisitions data; (h) share ownership information; and (i) global financial filings, including prospectus, SEC filings and merger and acquisition documents.

4. Many of the FactSet services involve the licensing of FactSet's proprietary databases, software and IT systems to licensees such as CG.

5. On or about January 22, 2018, FactSet and CG entered into an agreement to develop an interfacing application between FactSet products and CG products, and cooperate to sell the interfacing application and their respective products to mutual clients ("Agreement"), a copy of which is attached hereto as Exhibit A. This Agreement was in effect at all relevant times.

6. FactSet granted CG "a limited, non-exclusive, non-transferrable, non-sublicensable and revocable license during the term of this Agreement to use the FactSet Products solely for the purpose of: (a) supporting FactSet's development of the Application; (b) enabling interfacing between the FactSet Products and the CG Blockchain Products via the Application for Client(s); and (c) marketing the Application in accordance with this Agreement." See Paragraph 2.2 of the Agreement.

7. CG agreed to pay FactSet minimum license fees totaling Three Million Seven Hundred Eighty Thousand Dollars (\$3,780,000). Schedule A of the Agreement provided as follows:

The minimum annual FactSet Workstation Fees will equal an amount of USD 3,780,000 (with the calculation of such amount based on the CG Guarantee and the monthly per user fees above); payable in accordance with the payment schedule set forth below. Such amount is payable whether or not CG Blockchain has actually satisfied the CG Guarantee.

8. Schedule A of the Agreement required the following payment schedule:

| | <u>Amount</u> |
|---|---------------|
| 25% of Minimum FactSet Workstation Fees Due on Signature of Agreement | \$945,000 |
| 25% of Minimum FactSet Workstation Fees Due 6 Months After Signature of Agreement | \$945,000 |
| 50% of Minimum FactSet Workstation Fees Due on 12/31/2018 | \$1,890,000 |

9. FactSet worked on the development of the interfacing application and licensed the FactSet Products as defined in the Agreement to CG in exchange for minimum annual fees totaling Three Million Seven Hundred Eighty Thousand Dollars (\$3,780,000).

10. To date, contrary to CG's obligations under the Agreement, CG has failed to pay FactSet the all minimum fees associated with the license to FactSet products it has received.

FIRST CAUSE OF ACTION AGAINST CG
(Breach of Contract)

11. FactSet repeats and realleges each and every allegation contained in paragraphs "1" through "10" as though fully set forth and realleged herein as part of the First Cause of Action.

12. CG breached its obligations under the Agreement by failing to pay FactSet for the license to FactSet products it received.

13. FactSet has abided by the terms of the Agreement and is not in default thereof.

14. FactSet has sustained damage as a result of CG's breach of contract in the amount of Two Million Eight Hundred Thirty-Five Thousand Dollars (\$2,835,000) plus interest per the parties' Agreement.

15. By reason of the foregoing, FactSet is entitled to recover from CG the amount of Two Million Eight Hundred Thirty-Five Thousand Dollars (\$2,835,000) plus interest per the parties' Agreement.

SECOND CAUSE OF ACTION AGAINST CG
(Unjust Enrichment)

16. FactSet repeats and realleges each and every allegation contained in paragraphs "1" through "15" as though fully set forth and realleged herein as part of the Second Cause of Action.

17. FactSet provided a license to its financial data products to CG.

18. CG retained the benefit of the license to the products provided by FactSet.

19. FactSet reasonably expected to be compensated by CG for the products it supplied to CG.

20. CG has failed to pay FactSet the reasonable value of the services provided to CG by FactSet.

21. By reason of the foregoing, CG has been unjustly enriched at the expense of FactSet and FactSet is entitled to recover from CG the amount of Two Million Eight Hundred Thirty-Five Thousand Dollars (\$2,835,000) plus interest per the parties' Agreement.

WHEREFORE, FactSet demands Judgment against CG as follows:

I. Compensatory damages in the amount of Two Million Eight Hundred Thirty-Five Thousand Dollars (\$2,835,000) plus interest per the parties' Agreement;

II. Reasonable attorney's fees and costs to the extent of FactSet's entitlement thereto under the Agreement (Section 5.1) and applicable law; and

III. Such other and further relief as the Court determines to be just and proper.

Dated: New York, New York

January 3, 2019

FACTSET RESEARCH SYSTEMS INC.

By: /s/ Trevor L. Bradley

Brian E. Moran

Trevor L. Bradley

ROBINSON & COLE LLP

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