

MOBILUM TOKEN SALE TERMS AND CONDITIONS

The following **Terms and Conditions** ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("MBM") from Mobilum, an exempted company registered in Gibraltar (the "Company"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the MBM token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE MBM FROM THE COMPANY. BY PURCHASING MBM FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT contact@mobilum.com. By purchasing MBM, and to the extent permitted by law, you are agreeing not to hold any of the the Company and its 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 assigns (the "Mobilum Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of MBM, including losses associated with the terms set forth below.

DO NOT PURCHASE MBM IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING MBM, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE MBM.

PURCHASES OF MBM SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF MBM DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR MBM RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE MBM OR PARTICIPATE IN THE SALE OF MBM. YOUR PARTICIPATION IN MBM SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE MBM TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Conditions to MBM token sale

YOU MAY NOT MAKE A ACQUIRE A MBM TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE PEOPLE'S REPUBLIC OF CHINA.

When you purchase, or otherwise receive, a MBM token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the MBM tokens:

- neither the Company nor any of the Mobilum Team has provided you with any advice regarding whether MBM is a suitable investment for you;

- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of MBM in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of MBM and allocate MBM to you;
- you have not supplied us with information relating to your acquisition of MBM or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain MBM, and you are not aware of any other legal reason to prevent you from obtaining MBM;
- you take sole responsibility for any restrictions and risks associated with receiving and holding MBM, including but not limited to these set out in Annex A;
- by acquiring MBM, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using MBM for any illegal purpose, and will not use MBM for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of MBM;
- your acquisition of MBM not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of MBM and/or the Ethereum Network;
- you accept that MBM is created and you obtain MBM on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing MBM without being able to provide any warranties in relation to MBM, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of MBM (ii) the potential appreciation or depreciation in the value of MBM over time, if any, (iii) the sale and purchase of MBM; and/or (iv) any other action or transaction related to MBM has tax implications.

2. Overview of MBM sale

MBM is required for proper operation and comprehensive utilization of XCARD (as defined in the white paper (the “White Paper”) provided at <https://xcard.io> (the “Website”) as of the date the Purchaser acquires MBM token). To the extent they do not contradict these Terms, the rights connected to MBM are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The maximum total amount of MBMs to be issued is 640,000,000 (roughly equivalent to US\$29,000,000). The total supply of MBMs is fixed and no more MBMs will be issued after the end of the MBM sale, as described in the preceding paragraph. Ownership of MBM during the MBM token sale carries no rights express or implied. Purchases of MBM are non-refundable.

The anticipated distribution of the MBM tokens is as follows:

- 15,25% Mobilum Team (as defined below);
- 13% strategic partnerships, marketing and investor relations;
- 19.25% Strategic reserve
- 1% bounty program; and
- 51% ICO Participants;

3. MBM Price and functionality

Purchasers in the XCARD token sale will be allocated their MBM tokens in exchange for USD, ETH, TEN and USDT at the US\$ 0.1 per MBM token exchange rate.

Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any MBM purchased from the Company.

3.1 INTENDED FUNCTIONALITY OF THE TOKENS ON THE PLATFORM

Activity in the Platform is intended to be performed primarily using Tokens. In that sense, the Tokens' principal purpose is to operate as an "in-app currency" which will be the principal payment method / reward mechanism for use of the Platform.

The Tokens are not intended to have any functionality or utility outside the Platform's ecosystem. While the Platform will be an open source platform for anyone to use, the utility of Tokens is limited to users exclusively within Platform's ecosystem. In that context, the Platform will therefore be structured as a "closed ecosystem" insofar as the use of Tokens are concerned.

3.2 POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF TOKENS

PLEASE NOTE THAT MOBILUM IS IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF THE TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, MOBILUM MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF THE TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH IT IS SUBJECT. MOBILUM SHALL SEND YOU A NOTICE BY EMAIL AND ALSO PUBLISH A NOTICE ON THE WEBSITE IN THE EVENT OF ANY CHANGES THAT ARE MADE TO THE FUNCTIONALITY OF THE TOKENS.

4. Timing of MBM Token Sale

The MBM sale begins at <https://launchpad.tokenomy.com/xcard> on 17 December 2018 at 15:00 (UTC+8) and ends on 24 December 2018 (15:00 UTC+8) or when the MBM sale cap is reached. The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

The general public will be able to see the total number of MBM tokens currently sold, as well as the distribution of all MBM tokens between the participating Ethereum accounts. In the spirit of openness, the

Company will constantly update on the Website the number of tokens sold as well as the share of MBM tokens allocated to the shareholders of Company.

5. After the MBM Token Sale

The Purchasers should have no expectation of influence over governance of the Company.

Prior to a Purchaser selling MBM after the MBM token sale completion, such Purchaser shall ensure that the buyer of any such MBM undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the MBM token sale.

6. The Company Will Not Purchase MBM During the MBM Sale

The Company warrants that neither it nor its shareholders will purchase MBM during the MBM sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase MBM from any third party during the period of the MBM sale.

7. All purchases of MBM are final

ALL PURCHASES OF MBM ARE FINAL. PURCHASES OF MBM ARE NON-REFUNDABLE. BY PURCHASING MBM, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING MBM CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR MBM, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL MBM FROM SUCH MBM OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

8. Taxation of MBM and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of MBM with USD, BTC, ETH or the potential appreciation or depreciation in the value of MBM over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing MBM, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of MBM.

9. Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

10. Force Majeure

The MOBILUM Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,

- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

11. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING MBM AT THE PURCHASER'S SOLE RISK AND THAT MBM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE MOBILUM TEAM WARRANTS THAT THE PROCESS FOR PURCHASING MBM WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, MBM OR (ii) THE MOBILUM TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE MOBILUM TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, MBM, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO MBM. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE MOBILUM TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF MBM, AND THAT THE RISK OF PURCHASING AND USING MBM RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE MOBILUM TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF MBM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE MOBILUM TEAM.

13. Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of MBM. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of MBM and supersede any public statements about the MBM token sale made by third parties or by the MOBILUM Team or individuals associated with any of the MOBILUM Team, past and present and during the MBM token sale.

14. Severability

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

15. No Waiver

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the MOBILUM Team shall be deemed a modification of these Terms nor be legally binding.

16. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing MBM. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

17. Cooperation with Legal Authorities

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

18. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Mobilum Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of MBM; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

19. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold MBM purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

20. Language

Currently, only English versions of any MOBILUM's communications is considered official. The English version shall prevail in case of differences in translation.

21. Governing Law

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with Gibraltar law.

22. Arbitration

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination (“Dispute”), shall be referred to and finally resolved by arbitration under the Gibraltar Arbitration Act which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be Gibraltar. The language of the arbitration shall be English.

A dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration 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.

Annex A.

RISK FACTORS

1. **Risk of software weaknesses**: because the Tokens, the Smart Contract System and the Platform are based on the Ethereum blockchain infrastructure, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the TOKENS, the Smart Contract System and/or the Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens (including the utility of the Tokens), the Smart Contract System and/or the Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating the Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or the Tokens.

2. **Regulatory risk**: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations to, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the Platform, including its termination and the loss of Tokens for the Contributor. Additionally, regulation of proposed activities of the Platform is currently uncertain. It is not known what regulatory framework the proposed Platform and associated activities will be subject to, the nature and obligations that will be imposed on Mobilum in order to comply with any such regulatory framework or when/if Mobilum will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.

3. **Risks associated with uncertain regulations and enforcement actions**: the regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Platform and the Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Platform and the Tokens. Regulatory actions could negatively impact the Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that the Tokens are a regulated financial instrument that requires registration or licensing. Mobilum may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

4. **Risk of abandonment / lack of success**: the creation and issue of the Tokens and the development of the Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Platform is partially or fully developed and launched, you will receive any benefits through the Tokens that you hold.

5. **Risk associated with other applications**: the Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the Tokens will have no intrinsic value.

6. **Risks associated with markets for the Tokens**: Mobilum may not enable or otherwise facilitate any secondary market trading or any such external valuation of the Tokens. This may restrict the contemplated avenues for using the Tokens to the token functionality described in Schedule 1 to this Agreement and could therefore create illiquidity risk with respect to any Tokens you own.

Even if secondary trading of the Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to the Tokens (e.g. as denominated in a cryptographic or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the Tokens as a form of investment on a speculative basis or otherwise for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the Tokens are not offered by Mobilum on an investment basis. You further acknowledge that any contribution that you make under this Agreement will not be protected, guaranteed or reimbursed by any government, regulator or other entity, and will not, for instance be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar.

7. **Risk of losing access to tokens due to loss of private key(s), custodial error or your error:** the Tokens can only be accessed by using an ERC20 compatible wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. The Contributor acknowledges, understands and accepts that if your private key or password is lost or stolen, the Tokens associated with your ERC20 Compatible Wallet may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your ERC20 Compatible Wallet, may be able to misappropriate your Tokens. Any errors, malfunctions or security breaches caused by or otherwise related to the digital wallet or vault you choose to receive and store the Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your the Tokens.

8. **Risk of theft:** the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or the Tokens, adversely impacting the ability to develop the Platform and derive any usage or functionality from the Tokens. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of Mobilum's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Platform, which could negatively affect the Platform and the Tokens.

9. **Risk of Ethereum mining attacks:** as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. The Contributor understands and accepts that the network of miners will ultimately

be in control of the delivery of the Tokens via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the Tokens losing intrinsic value and/or functionality.

10. **Risk of incompatible wallet service**: the wallet or wallet service provider used to receive the Tokens must conform to the ERC20 token standard in order to be technically compatible with the Tokens. The failure to ensure such conformity may have the result that the Contributor will not gain access to the Tokens.
11. **Risk of hard-fork**: the Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Tokens may be required (hard-fork of the Tokens) and that, if you decide not to participate in such upgrade, you may no longer be able to use your Tokens and any non-upgraded Tokens may lose their functionality in full.
12. **Risk of uninsured losses**: unlike bank accounts or accounts at some other financial institutions, the Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.
13. **Risks arising from taxation**: the tax characterization of the Tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of the Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
14. **Risk of an unfavourable fluctuation of Ethereum and other currency value**: Mobilum intends to use the contributions received to fund the development of the Platform and to meet various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavourably during or after the Token Sale, Mobilum may not be able to fund the development of, or may not be able to maintain, the Platform in the manner that it intended.
15. **Risk of dissolution of Mobilum or network**: it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the Tokens utility due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges,

the Platform may no longer be viable to operate and Mobilum may dissolve and may not be able to continue the development of the Platform.

16. **Risks arising from lack of governance rights**: because the Tokens confer no governance rights of any kind with respect to the Platform or Mobilum, all decisions involving Mobilum (including to sell or liquidate Mobilum) will be made by Mobilum acting in its sole and absolute discretion, and all decisions involving the Platform including, but not limited to, decisions to discontinue the Platform, to create and issue more Tokens, will be made by Mobilum. These decisions could adversely affect the Platform and/or the Tokens you hold.

17. **Risks arising from the market in which the Platform operates**: the Platform may be subject to a variety of federal, state, national and international laws and regulations. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could impact the utility of the Tokens in the Platform. Additionally, users of the Platform may be subject to or otherwise adversely affected by industry specific laws and regulations or licensing requirements. If for whatever reason Mobilum is unable or fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Platform and the Tokens, including its functionality to access and interact with the Platform.

18. **Risks associated with the development and maintenance of the Platform**: the Platform is still under development and may undergo significant changes over time. Although Mobilum intends for the Tokens and the Platform to function as described in Schedule 1 to this Agreement, and intends to take commercially reasonable steps towards those ends, Mobilum may have to make changes to the specifications of the Tokens or the Platform for any number of legitimate reasons. Moreover, Mobilum may not be able to retain full and effective control over how other participants will use the Platform, what products or services will be offered through the Platform by third parties, or how third-party products and services will utilize the Tokens (if at all). This could create the risk that the Tokens or Platform, as further developed and maintained, may not meet your expectations at the time of entering into this Agreement. Furthermore, despite Mobilum's good faith efforts to develop and participate in the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the Tokens, and the potential utility of the Tokens.

19. **Risk of Competing Platforms**: it is possible that alternative platforms may be developed that utilize the same open source code and infrastructure as the underlying the Platform and attempt to facilitate services that are materially similar to the services offered by or within the Platform. The Platform may compete with these alternatives, which could negatively impact the Platform and the Tokens, including the utility of the Tokens for obtaining services offered by or within the Platform.

20. **Unanticipated Risks:** cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks set out in this Schedule 3 to this Agreement, there are other risks associated with your acquisition, storage, transfer and use of the Tokens, including those that Mobilum may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3 to this Agreement.