

# DISCLAIMER/CROWDSALE AGREEMENT

This Token Crowdsale Agreement (this "Agreement") is made as of this September 1<sup>st</sup> 2018 (the "Effective Date") by and between yourself (the "User" or "Purchaser" or "You") and Zabercoin (Pty) Ltd. trading as MOBU, a South African company limited by shares (the "Company" or "MOBU") (each, a "Party" and together, the "Parties").

The Company provides a service selling Tokens that will be used as a currency accepted by the MOBU Crowdfunding Service specializing in facilitating the release of compliant security tokens for all businesses that are backed by a real asset and want to raise capital on the blockchain at www.mobu.io (the "Site" or "MOBU markets"), as more fully described in Exhibit A hereto.

The MOBU token is the core security token that powers the MOBU system. Real businesses wishing to raise capital by issuing security tokens will build their Security Token Offerings (STO's) on the MOBU platform. MOBU creates an abstract smart contract from which all STO's will be extended. The MOBU abstract smart contract will contain the code that is required by the STO's to conform to the MOBU ERC20 platform and the MOB20 standard protocol to adapt to the ideas and requirements of MOBU, as more fully described in Exhibit B hereto. MOBU is an open protocol which means that MOBU token holders can visit any supporting exchange to buy and sell their tokens.

At the heart of the MOBU platform are a set of smart contracts. These serve to coordinate interactions between participants. MOBU smart contracts are deployed on Ethereum but could be linked to other platforms. The risks associated with participation in this Crowdsale are more fully described in Exhibit C.

## 1. BASIC PRINCIPLES

THIS CROWDSALE IS OPEN AND OFFERED TO ALL CITIZENS OF ALL COUNTRIES IN THE WORLD. HOWEVER, NON-ACCREDITED INVESTORS FROM THE USA, CANADA AND SINGAPORE MAY NOT PARTICIPATE IN THIS STO. ACCREDITED INVESTORS FROM THE USA ARE REQUIRED TO UNDERGO MANUAL KYC/AML COMPLIANCE AND SIGN THE SAFT AGREEMENT IN ORDER TO PARTICIPATE IN THE 506C PRIVATE PLACEMENT FOR USA CITIZENS. ACCREDITED INVESTORS FROM CANADA AND SINGAPORE ARE ALSO REQUIRED TO UNDERGO MANUAL KYC/AML COMPLIANCE IN ORDER TO ADHERE TO THE REQUIREMENTS OF THEIR RESPECTIVE LOCAL JURISDICTIONS.

By transferring ETH, BTC, BCH, LTC, DASH or FIAT (USD) to the Smart Contract System and/or calling the corresponding function of MOBU Tokens (which have been given by the Company, at its sole discretion, to members of the community and other supporters as reward for their support of the MOBU Project), the Purchaser understands and accepts that the Purchaser makes a contribution into a Smart Contract System for the development of the MOBU Project ("Contribution"), as further described in the MOBU Whitepaper ("MOBU Project" / "the Whitepaper"). For the Whitepaper and/or further information on MOBU, visit: https://mobu.io. The information contained in the Whitepaper and on the website, is of descriptive nature only, is not binding – unless explicitly referred to herein – and does not form part of this Agreement or these Terms.

The Purchaser understands and accepts that while the individuals and entities, including the Company, assigned to this task will make commercially reasonable efforts to develop and complete the MOBU Project, it is possible that such development may fail, and the User's Tokens become useless and/or without value due to technical, commercial, regulatory or any other reason.

The Purchaser is also aware of the risk that even if all or parts of the MOBU Project are successfully developed and released in full or in parts, due to a lack of public interest, the MOBU Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The Purchaser therefore understands and accepts that the transfer of ETH, BTC, BCH, LTC, DASH or FIAT (USD) to the Smart Contract System carries significant financial, regulatory and/or reputational risks (including the complete loss of value of the created MOBU Tokens if any, and attributed features of the MOBU Project).

The Purchaser understands and accepts that the creation of the MOBU Tokens is smart contract based and the terms and conditions governing the smart contract are set forth in the Smart Contract System Source Code, which exists on the Ethereum blockchain. This Smart Contract System Code will be published 24 hours before the start of the sale at https://mobu.io

TO THE EXTENT THE TERMS CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR COMMUNICATION CONTRADICT TO THE ONES SET FORTH IN THE SMART CONTRACT SYSTEM, THE TERMS OF THE SMART CONTRACT SYSTEM PREVAIL.

Neither this document nor any other document or communication may modify or add any additional obligations to the Company, the developer of the Smart Contract System and/or any other person. By transferring ETH, BTC, BCH, LTC, DASH or FIAT (USD) to the Smart Contract System and/or by using pre-purchased MOBU Tokens, the Purchaser clearly and explicitly agrees to all the terms and conditions set forth in the Smart Contract System Code existing on the Ethereum blockchain and in this document (together the "Terms"), which is incorporated by reference herein. THE PURCHASER FURTHER CONFIRMS TO HAVE CAREFULLY REVIEWED THE SMART CONTRACT SYSTEM CODE, ITS FUNCTIONS AND THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT TO FULLY UNDERSTAND THE RISKS AND COSTS OF CREATING MOBU TOKENS AND Α CONTRIBUTING INTO SMART CONTRACT SYSTEM THE FOR DEVELOPMENT OF THE MOBU PROJECT.

This document does not constitute a prospectus of any sort, is not a solicitation or application or requisition for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System.

By transferring ETH, BTC, BCH, LTC, DASH or FIAT (USD) to the Smart Contract System and/or receiving MOBU Tokens, no form of partnership, joint venture or any similar relationship between Purchasers and Zabercoin (Pty) Limited t/a MOBU and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the MOBU Project is created.

# 2. RESERVATION OF TOKENS FOR CROWDSALE; POST-CROWDSALE ALLOCATION PROCESS; REFUNDS.

## **Soft Cap/Hard Cap for Tokens Reserved for Crowdsale:**

The number of Tokens to be sold in the Crowdsale will be 120 million Tokens according to a soft cap of US \$1 000 000 in ETH equivalent (total for all currencies) and a hard cap of US \$9 500 000 in ETH equivalent (total for all currencies).

## **Delivery of Tokens:**

Tokens will automatically be credited to the Purchaser and be able to be sold on exchanges as soon as listing is approved.

## Purchaser's Right to a refund:

The Purchaser will have no right to a refund under any circumstances.

# 3. PURPOSE AND USE OF TOKENS IN THE ECOSYSTEM; POSSIBLE MIGRATION OF TOKENS

Security Token Issuance Protocol and Licenced Security Token Exchange

The MOBU token is a security token. Purchase, ownership, receipt, or possession of Tokens therefore carries rights, express or implied, other than the right to use Tokens to enable usage of and interaction with the Services enabled by the Ecosystem, if successfully completed and deployed. Tokens represent a security, or equivalent rights other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to limitations and conditions in this Agreement.

MOBU will own a 15% equity stake in a licensed operational stock exchange, Equity Express Stock Exchange located in South Africa. This stock exchange will be purchased on one condition only: MOBU has to raise 5 million USD or more during the Crowdsale.

The Company reserves the right to migrate the ERC20 Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Ecosystem.

#### 4. SCOPE

Unless otherwise stated herein, this Agreement only governs the Purchaser's purchase of Tokens from Company during the Crowdsale. Any use of Tokens regarding providing or receiving Services may be governed by other applicable terms and conditions and policies.

#### 5. ELIGIBILITY

To be eligible to participate in the Crowdsale, it is recommended that the Purchaser have an Ethereum wallet that supports the ERC20 token standard to receive any Tokens purchased from the Company (the "Token Receipt Address"). Payment for Tokens may be executed in ETH, BTC, BTC, LTC, DASH or FIAT (USD). The Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

## 6. CANCELLATION; REFUSAL OF PURCHASE REQUESTS

All Token purchases from the Company are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

#### 7. TOKEN ALLOCATION

Important information about the Company's creation and intended use of the Tokens is provided in Exhibit B. By purchasing Tokens, the Purchaser acknowledges that the Purchaser has read and understands Exhibit B.

#### 8. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING

TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM, AS DISCLOSED AND EXPLAINED IN EXHIBIT C. BY PURCHASING TOKENS, THE PURCHASER CLEARLY AND EXPLICITLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

## 9. SECURITY

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

#### 10. PERSONAL INFORMATION

The Company may determine, in its sole discretion, that it is necessary to obtain certain information about the Purchaser to comply with applicable laws or regulations regarding selling the Tokens to the Purchaser. The Purchaser agrees to provide the Company such information immediately without delay upon request. The Purchaser acknowledges that the Company may refuse to sell the Tokens to the Purchaser until the Purchaser provides such requested information and has determined that it is permissible to sell the Purchaser Tokens under applicable laws or regulations.

## **11. TAXES**

Any amounts that the Purchaser pays for the Tokens are exclusive of all applicable taxes. The Purchaser is responsible for determining what, if any, taxes apply to the Purchaser's purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also the Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Tokens.

# 12. COMPANY REPRESENTATIONS AND WARRANTIES

The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when the Tokens are to be sold to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of:

its current certificate of incorporation or bylaws, any material statute, rule or regulation applicable to the Company or any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

No consents or approvals are required regarding the performance of this Agreement, other than:

the Company's corporate approvals, any qualifications or filings under applicable laws, and necessary corporate approvals for the authorization of a Token Sale.

#### 13. PURCHASER REPRESENTATIONS AND WARRANTIES.

- The Purchaser has sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens;
- The Purchaser has read and understands the terms and conditions of this Agreement (including all Exhibits);
- The Purchaser understands the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;
- The Purchaser has obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase the Tokens;
- The Purchaser understands that the Tokens confer the right to provide and receive Services in the Ecosystem;
- The Purchaser is purchasing Tokens for receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem;
- Since MOBU is a security token, the Purchaser is purchasing Tokens for investment and financial purposes as well;
- THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING OF TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM AS PROVIDED IN SECTION 8 ABOVE AND AS FURTHER DESCRIBED IN EXHIBIT C;
- The Purchaser's purchase of Tokens complies with applicable laws and regulations in Purchaser's jurisdiction, including, but not limited to, legal capacity and any other threshold requirements in the Purchaser's jurisdiction for the purchase of the Tokens and entering into contracts with the Company, any foreign exchange or regulatory restrictions applicable to such purchase, and any governmental or other consents that may need to be obtained;
- The Purchaser will comply with any applicable tax obligations in the Purchaser's jurisdiction arising from the Purchaser's purchase of Tokens;
- If Purchaser is purchasing Tokens on behalf of any entity, the Purchaser is authorized to accept the terms of this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement by the Purchaser or any other employee or agent of such entity (references to "Purchaser" in this Agreement refer to Purchaser and such entity, jointly);

• If the Purchaser is registering to use the Services on behalf of a legal entity, the Purchaser further represents and warrants that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and the Purchaser is duly authorized by such legal entity to act on its behalf

#### 14. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Purchaser will indemnify, defend and hold harmless 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 "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- The Purchaser's purchase or use of Tokens,
- The Purchaser's responsibilities or obligations under this Agreement.
- The Purchaser's violation of this Agreement, or
- The Purchaser's violation of any rights of any other person or

The Company reserves the right to exercise sole control over the defence, at the Purchaser's expense, of any claim subject to indemnification under Section 14 (par 1). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Company.

#### 15. DISCLAIMERS

FULLY PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPLICITLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT,

COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all the exclusions of warranties and disclaimers in this Section 15 may not apply to the Purchaser.

#### **16. LIMITATION OF LIABILITY**

FULLY PERMITTED BY APPLICABLE LAW:

IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAID TO COMPANY.

THE LIMITATIONS SET FORTH IN SECTION 16 (par 1) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL. WILLFUL OR **RECKLESS MISCONDUCT** OF THE COMPANY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to the Purchaser.

#### 17. RELEASE

Fully permitted by applicable law, the Purchaser releases the Company and the other Company 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 users and the acts or omissions of third parties. The Purchaser clearly and explicitly waives any rights the Purchaser may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which the Purchaser may know or suspect to exist in the Purchaser's favour at the time of agreeing to this release.

## 18. DISPUTE RESOLUTION; ARBITRATION

#### Binding Arbitration:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and may be amended by the rest of this clause. The appointing authority shall be the South African International Arbitration Centre. The place of arbitration shall be in South Africa. There shall be three arbitrators presiding.

#### 19. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed and enforced in accordance with the laws of the state of South Africa, without regard to conflict of law, rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to this Agreement that is not subject to arbitration will be resolved in the courts of South Africa.

#### **20. SEVERABILITY**

If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

# 21. KNOW YOUR CUSTOMER (KYC) AND ANTI-MONEY LAUNDERING (AML)

Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Purchasers if deem necessary or it becomes required by the applicable laws. Upon any Company Party's request, Purchaser shall immediately provide to respective Company Party information and documents that such Company Party, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements. Company may, in its sole discretion, refuse to distribute Tokens to Purchaser until such requested information is provided. Company reserves the right to refuse or reject the offer on acquisition of the Tokens from Purchaser that, according to the information available to Company Parties, is suspected in receiving the funds used for the Token purchase or in using the Tokens or the Platform, with the aim of money laundering, terrorism financing, or any other illegal activity. In addition, Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, including blocking of Purchaser's Ethereum ERC20 Wallet, disclosing any information about such Purchaser to the state authorities on their request, etc. All payments by Purchaser under this document shall be made only in Purchaser'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.

## 22. FORCE MAJEURE

Company Parties shall not be liable and disclaims all liability to Purchaser 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. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto 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.

## 23. MISCELLANEOUS

Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company.

In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

All rights and obligations hereunder will be governed by the laws of South Africa, without regard to the conflicts of law provisions of such jurisdiction.

# **EXHIBIT A | DESCRIPTION OF THE COMPANY, SERVICE AND TOKENS**

Zabercoin (Pty) Ltd t/a MOBU ("Company"), is a limited company formed under the laws of the Republic of South Africa. Company began operations in August 2017, with the purpose of developing a security token issuance protocol and licensed security token exchange smart contract for real businesses (security tokens). The exchange will be purchased only when 5 million USD is raised during the Crowdsale. The Company's platform ("Platform") will include all regulatory requirements and support which include escrow accounts to protect investors of STO's, partnerships with banks to convert fiat currency to cryptocurrency, Smart contract setup assistance, KYC/AML tokenized procedures, SEC approval, and technical support for an organized STO upon the Company's acquisition of all necessary licenses, registrations, and approvals relating thereto.

As an organized STO platform and licensed security token exchange, MOBU offers a complete blockchain solution to expand the horizons and solve the problems of cryptocurrency developers who are hesitant and unsure about all the procedures required when offering security tokens to the cryptocurrency community. MOBU allows for a user-friendly process to comply with all legal and compliance acts. MOBU will partner with companies such as CIVIC for KYC/AML keeping the process transparent, at a low cost and tokenized as far possible. Various companies in industries such as mining, property development and retail will now get the opportunity to legally raise funds via MOBU. When users purchase Tokens, as with any cryptocurrency they may choose to keep or trade these Tokens.

The MOBU token is the core security token that powers the MOBU system. The MOBU token conforms to a MOBU ERC20 platform and a MOB20 standard protocol. MOBU is an open protocol which means that MOBU token holders can visit any supporting exchange to buy and sell their tokens. At the heart of the MOBU platform are a set of smart contracts. These serve to coordinate interactions between

participants. MOBU smart contracts are deployed on the Ethereum blockchain but could be linked to other platforms as well.

MOBU.js is a JavaScript library that makes interaction with the MOBU chain code easier, as well as a set of tools for encrypting documents using Ethereum's addressing scheme and generating cryptographic proof of process artefacts (see Appendix A Encryption). Opensource (Github) wrapper class exposing functions which encapsulate an interface to interact with MOBU blockchain for all MOBU STO issuers and developers to consume data.

Tokens are restricted to verified users. This is different from the current blockchain model, where tokens are freely tradable after the primary issuance. Exchanges are reluctant to list security tokens to avoid regulatory enforcement for dealing with securities. With the advent of decentralized and even anonymous exchanges, this form of regulation becomes difficult and has caused some governments to ban token sales entirely. With freely open secondary trading, issuers are unable to determine the identity, jurisdiction and accreditation status of its securities holders.

MOBU solves this problem by addressing secondary markets at the protocol level. When a security token is created and issued through MOBU, the token is programmed to verify who can buy and sell the token. The security token restricts token holders from trading to any address that has not passed the required verifications. With this baked-in restriction, decentralized and anonymously run exchanges will only be able to conduct trades to authorized participants. The restrictions provide issuers assurance that their tokens will only be held by authorized investors.

This fundamentally changes the securities market. The security market has been almost untouched in the blockchain space. MOBU acts as catalyst for the launch of the multi-trillion-dollar security token revolution. The need for operating and maintaining a centralized exchange disappears almost entirely because the security token is self-regulating. Additionally, it ushers securities onto a new decentralized secondary market with negligible fees, instant settlement times, and around the clock trading. MOBU will also retain a small percentage of all STO's on the MOBU platform, to serve as dividends for all MOBU holders and support them to ensure higher STO success rate. MOBU will also charge a fee for security token listings as well as transaction fees on the stock exchange.

STO's have the potential to transform the way companies capitalize themselves.

MOBU will launch a new standard of token which represents TRUST!

And this is only the start of this revolutionary epoch.

## EXHIBIT B | CREATION AND ALLOCATION OF TOKENS BY THE COMPANY

#### **Token Sale Details**

Token name: MOBU

Standard price: 0.15 USD

Type of Token: Security token

Protocol: ERC20 Standard: MOB20

#### MOBU Abstract Smart Contract:

Real businesses wishing to raise capital by issuing security tokens will build their STO's on the MOBU platform. MOBU creates an abstract smart contract from which all STO's will be extended. The MOBU abstract smart contract will contain the code that is required by the STO's to conform to the MOBU ERC20 platform and the MOB20 standard protocol to adapt to the ideas and requirements of MOBU.

#### **Smart Contract Interfaces:**

By means of smart contract interfaces STO's will be enforced to conform to certain functionality requirements of MOBU. MOBU will be able to validate whether the interface has indeed been implemented.

## **Token Allocation:**

Team Tokens (frozen for 1 year)	12%
Bounty	3%
Advisors	4%
Fundraising	80%
Airdrop	1%
TOTAL	100%

Participants willing to contribute to and support the development of the MOBU Token can do so by sending ETH, BTC, BTC, LTC, DASH or FIAT (USD) to the designated platform. By doing so contributors create MOBU Tokens at the rate of 0.15 USD per 1 MOBU. The pre-sale of MOBU Tokens commences on September 1<sup>st</sup>, 2018. MOBU received by Contributors will be transferrable 7 days after the end of the Contribution Period/Main STO. ("7 days Cliff").

## **Security Audits:**

To ensure beyond any doubt that funds will be secure, we are working with some of the most respected security advisors. The results of the audits will be made public before commencement of the Token Sale.

## **Planned growth strategy:**

To provide an escalated growth to the platform, the company will introduce the reserved MOBU tokens from the Token Sale in the market by selling MOBU in stages. We also reserve the option of holding another Token Sale with those reserved tokens. Further plans include:

#### Initiative 1:

MOBU will develop the first forex and crypto percentage allocation money management (PAMM) STO on MOBU's platform and retain 20% of the authorised tokens to ensure that MOBU increases in value and that more resources are put into place to develop MOBU to its full potential. Blockchain was developed to prove

data is real and this will be the first forex STO that we are aware of. Blockchain Forex Managers will not be able to be dishonest about performance figures, management fees and assets under management anymore. This will ensure lower administration fees for investors.

#### Initiative 2:

MOBU will develop a regulatory approved security token platform for MOBU tokens. This will give all investors the guarantee that all MOBU STO's can be listed on an exchange and that in this way liquidity will be ensured.

#### Initiative 3:

MOBU will develop the first crowdfarming STO on MOBU's platform and will retain 20% of the authorised tokens to ensure that MOBU increases in value and that more resources are put into place to develop MOBU to its full potential. The blockchain is used for information that needs to be exposed. We will effectively provide detailed information and statistics about land around the globe to the blockchain with technology like <a href="https://what3words.com">https://what3words.com</a>.

# EXHIBIT C | CERTAIN RISKS RELATING TO PURCHASE, SALE, AND USE OF TOKENS

#### **Important Note:**

As noted elsewhere in this Agreement, the Tokens are structured or sold as security tokens.

The Company clearly and explicitly disclaims all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

- reliance on any information contained in this Exhibit C,
- any error, omission or inaccuracy in any such information or
- any action resulting from such information.

By purchasing, owning, and using Tokens, the Purchaser clearly and explicitly acknowledges and assumes the following risks:

# A. Development Stage Business

Company commenced operations in August 2017 and is organized as a Limited Company under the laws of the Republic of South Africa. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered considering the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions, and a corresponding customer base. There is a possibility

that the Company could sustain losses in the future. There can be no assurances that Company will even operate profitably.

# B. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in the Purchaser digital wallet or vault. Accordingly, loss of requisite private key(s) associated with the Purchaser digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service the Purchaser use, may be able to misappropriate Purchaser Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault the Purchaser choose to receive and store Tokens, including the Purchaser own failure to properly maintain or use such digital wallet or vault, may also result in the loss of Purchaser Tokens. Additionally, the Purchaser failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if the Purchaser provide the wrong address for the Token Receipt Address, or provides an address that is not ERC20 compatible, may result in the loss of Purchaser Tokens.

# C. Inadequacy of Funds

Gross offering proceeds of a soft cap of \$1,000,000 USD and a hardcap of \$9,500,000 USD may be realized. Management believes that such proceeds will capitalize and sustain Company sufficiently to allow for the implementation of the Company's Business Plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement the Company's business plans.

# D. Dependence on Management

In the early stages of development, the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon the team managers as well as the board of advisors. The loss of any one of these individuals could have a material adverse effect on the Company.

# E. Risks Associated with Expansion

The Company plans on expanding its business through the introduction of a planned marketing campaign. Any expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, members must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all which factors may have a material adverse effect on the Company's present and prospective business activities.

# F. Risks of Early Stage Companies

Financial and operating risks confronting start-ups are significant: Company is not immune to these. The start-up market in which Company competes is highly competitive and the percentage of companies that survive and prosper is small. Start-ups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, start-ups may require substantial amounts of financing, which may not be available through the public markets.

# G. Customer Base and Market Acceptance

While the Company believes it can further develop the existing customer base and develop a new customer base through the marketing and promotion of the website, the inability of the Company to further develop such a customer base could have a material adverse effect on the Company. Although the Company believes that its product matrix and its interactive e-commerce website offer advantages over competitive companies and products, no assurance can be given that Company's products and e-commerce website will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations. More specifically our clientele would be the cryptocurrency community which is a market of over \$500 Billion USD and will engage via Telegram channels, Slack, Reddit, Bitcoin talk thread, WeChat, Twitter, Mass mail list of investors, Token Airdrops, and Bounty Campaigns for awareness among other social channels. There is a demand for security tokens and especially for a user-friendly platform/template to allow business with the legal and compliance support to use blockchain technology and raise capital to run their businesses more sufficiently. We intend to monitor all marketing campaigns and do effective remarketing as well as capture emails of website visitors and keep up to date with progress of MOBU.

# H. Competition

As cryptocurrencies and especially security tokens are still in infant phase, there is no real competition especially in the securities market. Ethereum can be as much of an ally as competition as it allowed the process of ICOs initially. With Ethereum however it is very challenging to start a security token for complexity, legal and other reasons. On the security token side, a company with the name Polymath recently launched a successful STO specifically for security tokens and raised over 55 million USD. We believe they have a few shortcomings by focusing more on listed equities in comparison with MOBU, which believes the market is larger. Publicly-traded companies are in many cases too regulated and have too many concerns with cryptocurrencies to become involved with cryptocurrency exchanges, so, focusing on smaller retail markets could be more successful. Blockchain allows us to prove that the data is real.

While there does exist some current competition, Management believes that Company's products are demographically well positioned, top quality and unique in nature. The expertise of Management combined with the innovative nature of its marketing approach, set the Company apart from its competitors. However, there is

the possibility that new competitors could seize upon Company's business model and produce competing products or services with similar focus. Likewise, these new competitors could be better capitalized than Company, which could give them a significant advantage. There is the possibility that the competitors could capture significant market share of Company's intended market.

# I. Risk of Cessation of Operations

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of cryptographic and fiat currencies, the inability by the Company to establish its Site, the failure of commercial relationships, Company's failure to raise sufficient capital for operating expenses, development expenses, or other types of expenses, or intellectual property ownership challenges, the Company may no longer be viable to operate and the Company may dissolve or take actions that result in dissolution.

# J. Trend in Consumer Preferences and Spending

The Company's operating results may fluctuate significantly from period to period because of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. There is no assurance that the Company will be successful in marketing any of its products, or that the revenues from the sale of such products will be significant. Consequently, the Company's revenues may vary by quarter, and the Company's operating results may experience fluctuations.

## K. Risks of Limited Users

It is possible that the Company's platform will not be used by many individuals, companies, and other entities or that there will be limited public interest in the creation and development of the services Company seeks to provide. Such a lack of use or interest could negatively impact the development of the Company and therefore the potential value of the securities offered by Company.

# L. Risks Associated with Open Source Protocols

Company may develop, in part or more substantially, its platform and services based on open-source protocol(s). It may prove too difficult for the Company or contributors to maintain or develop the Site and the Company may not have adequate resources to address emerging issues or malicious programs that develop within the Site adequately or in a timely manner. Third parties not affiliated with the Company may introduce weaknesses or bugs into the core infrastructure elements of the Site and open-source code which may negatively impact the Site. Such events may result in a loss of trust in the security and operation of the Site and a decline in user activity and could negatively impact the market price of the securities offered herein.

## M. Risks Associated with Cyberattacks and Interruption of Services

The Company's structural foundation associated with its platform, the open-source

protocol, the other interfaces or applications built upon the Site are still conceptual and in the early development stage and are unproven, and there can be no assurances that the Company, Site, or its services will be uninterrupted or fully secure which may result in a complete loss of users, or an unwillingness of users to access, adopt, and utilize the Site. Further, the Site may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the Site which may result in the loss or theft of user accounts and/or cryptocurrency holdings. For example, if Company and the underlying protocol, the Ethereum protocol, are subject to unknown and known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), this may materially and adversely affect the Site. In any such event, if the Company's platform launch does not occur or if the Site is not widely used, purchasers may lose all their purchase amount and any value pertaining to the purchase interests.

# N. Risks Associated with Blockchain Technologies

Regulation of offerings involving cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions, and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations, or guidance, or take other actions, which may severely impact the development and growth of the Company and the Site. Failure by the Company or certain users of the Company to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, federal and state agencies have begun to take interest in, and in some cases regulate, their use and operation.

In the case of virtual currencies, some regulators throughout the United States have created new regulatory frameworks. Others, such as Texas, have published guidance on how their existing regulatory regimes apply to virtual currencies. Some states, like New Hampshire, have amended their state's statutes to include virtual currencies into, or exempt virtual currencies from, existing licensing regimes. Treatment of virtual currencies continues to evolve under federal law as well. The Department of the Treasury, the Securities Exchange Commission, and the Commodity Futures Trading Commission, for example, have published guidance on the treatment of virtual currencies and ICOs. The IRS released guidance treating virtual currency as property that is not currency for U.S. federal income tax purposes, although there is no indication yet whether other courts or federal or state regulators will follow this classification. Both federal and state agencies have instituted enforcement actions against those violating their interpretation of existing laws. The foregoing statements are not to be construed as legal advice or comprehensive statements regarding the current state of the law regarding virtual currencies, but rather are included solely as examples of the evolving and uncertain regulatory landscape regarding virtual currencies.

The regulation of non-currency use of blockchain assets is also uncertain. The CFTC

has publicly taken the position that certain blockchain assets are commodities, and the SEC has issued a public report stating federal securities laws require treating some blockchain assets as securities. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a blockchain network or asset, the Company and the Tokens may be materially and adversely affected.

Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, China, and Russia. Various foreign jurisdictions may, soon, adopt laws, regulations, or directives that affect the Company. Such laws, regulations, or directives may conflict with those of the United States or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Company and the Site.

New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which any cryptocurrencies/tokens may be exchanged, the value of the Site, the ability to access marketplaces or exchanges on which to trade cryptocurrencies, and the structure, rights, and transferability of such holdings.

## O. Risks of Borrowing

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favour of such lender which would be senior to the rights of members of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results, or financial condition.

# P. Unanticipated Obstacles to Execution of the Business Plan

The Company's business plans may change significantly. Many of the Company's potential business endeavours are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable considering current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

# Q. Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to

be in the best interests of the Company and its members to address changed circumstances or opportunities. Because of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Tokens offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

# R. Control and Voting Strength

As of February 6th, 2018, the Company's units are owned entirely by its founder. Investor members will not have the ability to control either a vote of the Company's Managers or any appointed officers.

# S. Uncertainty of Tax Treatment

The tax characterization of the cryptocurrencies is uncertain, and each purchaser must seek its own tax advice in connection therewith. Cryptocurrency holdings may result in adverse tax consequences to purchasers, including withholding taxes, income taxes, and tax reporting requirements. Each purchaser should consult with and must rely upon the advice of its own professional tax advisors with respect to the United States and non-U.S. tax treatment of a purchase interest in cryptocurrencies and the purchase rights contained therein.

# T. Licenses, Registrations, and Permits

The Company has not obtained all potential governmental, regulatory, and other administrative licenses, permits, and registrations to conduct its contemplated business herein. Company may be required to register as a broker-dealer and may need to obtain licensure/registration to engage the transactions contemplated in this Offering. Company currently has not obtained any such U.S. licenses or registrations, including but not limited to, authorization to conduct transactions as broker-dealer under applicable U.S. laws. In the event Company is obligated to obtain these registrations and Company is unable to do so, Company will be unable to launch or operate its intended platform.

# U. No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed, or may develop in the future. There can be no assurances that secrecy obligations will be honoured or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defence of such claims is costly and uncertain given the uncertainty and rapid development of the

principles of law pertaining to this area. The Company, in common with other firms, may also be subject to claims by other parties regarding the use of intellectual property, technology information and data, which may be deemed proprietary to others.

# V. Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his/her Tokens for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Tokens units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from Company, limitations on the percentage of Tokens sold and the way they are sold. Company can prohibit any sale, transfer, or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to Company, stating that the proposed sale, transfer, or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Tokens and no market is expected to develop. Consequently, owners of the Tokens may have to hold their investment indefinitely and may not be able to liquidate their investments in Company or pledge them as collateral for a loan in the event of an emergency.

#### W. Broker - Dealer Sales of Tokens

There can be no assurances that the Company will ultimately be registered on any exchanges since it is a limited liability company and not a corporation. If 5 million USD is not raised the Equity Express Exchange will not be purchased by MOBU. No assurance can be given that the Membership Unit of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market until the Managers deem it necessary and the limited liability company is converted to a corporation. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and will also affect the ability of members to sell their Tokens in the secondary market.

# X. Long Term Nature of Investment

An investment in the Tokens may be long term and illiquid. Prospective investors will be required to represent in writing that they are purchasing the Tokens for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Tokens must be willing and able to bear the economic risk of their investment for an indefinite period. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

#### Y. No Current Market for Tokens

There is no current market for the Tokens currently, but these Tokens are expected

to be listed on cryptocurrency exchanges after a successful STO (including ownership of Equity Express Exchange if 5 million USD is raised), with the goal that the Tokens become tradeable by investors.

# Z. Compliance with Securities Laws

The Tokens are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act. If the sale of Tokens were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Tokens. If many purchasers were to obtain rescission, Company would face significant financial demands, which could adversely affect Company, as well as any non-rescinding purchasers.

# AA. Offering Price

The price of the Tokens offered has been arbitrarily established by Company, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to Company.

#### **BB.** Lack of Underwriter

The Tokens are offered on a "best efforts" basis by the Managers of Company without compensation and on a "best efforts" basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Tokens offered or any lesser amount.

# CC. Projections: Forward Looking Information

The Company's projections, if any, are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and wellfunded marketing plan, and other factors influencing the business of Company. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by Company's independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot consider such factors as general economic conditions, unforeseen regulatory changes, the entry into Company's market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of Company's operations, those results cannot be guaranteed.

#### **DD.** General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's products. Management believes that the impending growth of the market, mainstream market acceptance, and the targeted product line of Company will insulate the Company from excessive reduced demand. Nevertheless, Company has no control over these changes.

# EE. Risks of Data Protection, Security, and Privacy Requirements.

There are several data protection, security, privacy, and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Company's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Site.

#### FF. Potential Lack of Information

Purchasers may not be able to obtain all information it would want regarding Company or the Site, on a timely basis or at all. It is possible that a Purchaser may not be aware on a timely basis of material adverse changes that have occurred with respect to certain of its investments. While Company will try to provide when possible, this information may be highly technical or insufficient for financial assessment by nature. Because of these difficulties, as well as other uncertainties, a Purchaser may not have accurate or accessible information about the Company and/or the Site.

# GG. Volatility of Blockchain Assets

The prices of blockchain assets such as Ethereum and Bitcoin have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. Several factors may influence the market price of the Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Purchasers' expectations with respect to the rate of inflation;

- Changes in the software, software requirements, or hardware requirements underlying the Company's Site.
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Company's Site;
- Interest rates:
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which cryptocurrencies may be traded;
- Investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly participate in the Site;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the Company's Site;
- Global or regional political, economic, or financial events and situations; or
- Expectations among the Company's Site or other blockchain assets participants that the value of blockchain assets will soon change.

A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets. For example, a security breach that affects purchasers or user confidence in Ethereum or Bitcoin may affect the industry and may also cause the price of blockchain assets to fluctuate.

## HH. Potential Registration Required

Companies with total assets above \$10 million and with more than 2,000 holders of record of its equity securities, or 500 holders of record of its equity securities who are not accredited investors, must register that class of equity securities with the SEC under the Exchange Act. Company may at some point surpass \$10 million in assets as it builds out the Site. There is the possibility that the Company's investors may surpass 2,000 in number. If these two conditions are met then Company will have to register with the SEC, which will be a laborious and expensive process. If such registration takes place, much of the information regarding this Offering will be available to the public.

# **II. Unanticipated Risks**

Cryptographic tokens, such as MOBU form part of a new and untested technology. Apart from the risks discussed in this Exhibit C, other risks associated with the Purchaser's purchase, possession, and use of the Tokens may also arise such as unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit C.

# JJ. No Partner Relationship between Purchaser and Company

Company and Purchaser are independent contractors, and neither party hereto, nor any of their respective affiliates, is an agent of the other for any purpose somehow related to this Agreement or has the authority to bind the other. Purchasing of the Tokens from Company does not create any form of partnership, joint venture or any other similar relationship between Purchaser and a Company Party.

## KK. Restricted Use of Tokens

The Tokens are intended to be used only:

- to enable usage of and interaction with the Platform and to support its development, testing, deployment, and operation as it is strictly described in the Whitepaper
- as a means to obtain the Services as it is strictly described in the Whitepaper;
- as a means to participate in voting as it is strictly described in the Whitepaper;
- to power the Platform's reward system as it is strictly described in the Whitepaper

Hereby Purchaser accepts explicitly and agrees that:

- it is the responsibility of solely Purchaser to determine if Purchaser can legally purchase the Tokens in his jurisdiction and whether Purchaser can then resell the Tokens to another purchaser in any given jurisdiction;
- Purchaser is not acquiring the Tokens for any other uses or purposes, except as expressly stated in this Agreement.

Important additional details regarding the Tokens, the Services, and the Platform are provided in the Whitepaper.

## **HEREBY I DECLARE AND AGREE THAT:**

- ➤ I am over the minimum age of 18 years and giving me the right to use the website of MOBU, invest in the STO and utilize any of its services.
  - Only applicable to US citizens:
- ➤ I am an accredited investor and have undergone the manual KYC/AML compliance and signed the SAFT agreement, giving me the right to use the website of MOBU, invest in the STO and utilize any of its services.
  - Only applicable to Canada and Singapore citizens:
- ➤ I am an accredited investor and have undergone the manual KYC/AML compliance, giving me the right to use the website of MOBU, invest in the STO and utilize any of its services.

- ➤ The information contained on this website does not constitute accounting, legal, financial, consulting investment or other professional advice. I bear all the risks from any decision to hold, purchase or sell ETH/BTC/BCH/LTC/DASH/FIAT(USD)/MOBU on this website. MOBU will not be liable for any loss suffered.
- ➤ I have undertaken a complete FICA or other similar compliance measure conducted by an exchange or regulated broker when converting fiat currency to BTC/ETH according to the Financial Intelligence Centre Act (38 of 2001) – FICA. The main objective of such a compliance measure is to fight financial crime such as money laundering, tax evasion and terrorist financing activities.
- ➤ I will not use the products and services of MOBU to facilitate any illegal activities.
- > My account may be terminated if I provide false information or refuse to provide information about my true identity.
- > I give consent to receive communications from MOBU via email and SMS.
- MOBU may change the Terms of Use at any time for any reason without notice.