

CABS TOKEN ALLOCATION TERMS AND CONDITIONS

PLEASE READ THESE CABS TOKEN ALLOCATION TERMS AND CONDITIONS CAREFULLY. NOTE THAT SECTION 14 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THE PROVISIONS OF THESE CABS TOKEN ALLOCATION TERMS AND CONDITIONS, DO NOT APPLY FOR THE CABS TOKENS.

You, as the applicant for and recipient of the CABS Tokens, ("Recipient" or "you") accept this token allocation terms and conditions (the "Terms") of CABS Platform Limited ("Entity", "Company", "we" or "us") the issuer of the 'Crypto Asset Backed Securitisation'© tokens ("CABS Tokens"), and these Terms shall be effective and binding on the parties when the Recipient:

- (a) clicks the check box on the Website to indicate that the Recipient has read, understands and agrees to these Terms; or, if earlier
- (b) upon Company's receipt of funds from the Recipient.

The Recipient agrees to be bound on this basis, and confirms that the Recipient has read in full and understands these Terms and all terms, conditions and provisions incorporated herein by reference.

The Company has prepared the terms of use and the privacy policy, which govern the use of the Company's website, ("Policy") and the white paper, which sets forth the general description and restriction of the CABS Tokens and describes the general feature of the project and the initial CABS Token offering ("Whitepaper"). The Whitepaper and the Policy are hereby incorporated by reference and are available on the website at the following address: <https://cybertrust.io>.

You agree as follows:

1. Allocation of CABS Tokens.

The Company is allocating to you and you are to accept from the Company the CABS Tokens in consideration for the amounts indicated in the Whitepaper.

2. Scope of Terms.

(a) Unless otherwise stated herein, these Terms governs allocation of CABS Tokens from the Company during period from 27 November 2017 to 05 January 2018 ("Allocation Period"). Any funds received by the Company after the end of the Allocation Period will be accepted only if it was originated during the Allocation Period upon provision of the proof by the Recipient.

(b) Any use of CABS Tokens will be governed primarily by the Policy, Whitepaper and any other applicable terms and policies, which will be available at <https://cybertrust.io> upon the distribution of the CABS Tokens (collectively, "Entity Terms and Policies"). The Entity Terms and Policies may change from time to time at the provider's sole discretion with the amended Entity Terms and Policies posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Entity Terms and Policies shall prevail with respect to any issues relating to the use of CABS Tokens.

3. Allocation Procedure.

The information about allocated CABS Tokens will be reflected in the Recipient's account within 48 hours upon receipt of the respective funds and the end of the relevant initial CABS tokens offering ("ITO") round. The allocated CABS Tokens would be available for use upon distribution by Entity as set forth in Section 4 of these Terms.

4. Distribution of CABS Tokens.

(a) Upon completion of the ITO, on 05 January 2018, the Company will distribute the allocated CABS Tokens to the account of the Recipient.

(b) The Recipient shall make the contribution for the CABS Tokens by placing ETH into Company's Ethereum wallet address, and the Company shall register the corresponding number of CABS Tokens to the Recipient's original Ethereum wallet where the Recipient's ETH contribution originally came from, in accordance with the procedures and the schedules as specified herein.

5. Receipt of CABS Tokens.

Upon distribution, you may transfer CABS Tokens to the third-party ERC20 digital wallet. Recipient shall be responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism Recipient decides to use to receive and hold CABS Tokens outside of the user account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Recipient's private key(s) or other access credentials are lost, Recipient may lose access to the purchased CABS Tokens. The Company shall not be responsible for any such losses.

6. Cancellation; Refusal of Allocation Requests.

The allocation of CABS Tokens from the Company is final, and there will be no refunds or cancellations except as specifically provided in the Whitepaper or these Terms. However, prior to the distribution of CABS Tokens, the Company reserves the right to cancel any CABS Token purchase or refuse any purchase requests at the Company's sole discretion. In such case, if the Recipient made a payment, the Company will issue a refund in the same form as the original payment minus the bank wire charges and transfer fees.

7. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with allocation CABS Tokens, holding CABS Tokens, and using CABS Tokens, as disclosed in the Whitepaper. In case of questions regarding these risks, you shall contact the sales team at compliance@cybertrust.io. BY ACCEPTING THE CABS TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

8. Representations and Warranties.

In connection with the acceptance of the CABS Tokens, you represent and warrant to the Company the following:

(a) The Recipient has full legal capacity, power and authority to execute and deliver these Terms and to perform its obligations hereunder. These Terms constitutes valid and binding obligation of the Recipient, enforceable 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.

(b) All the information provided by you in the course of sign-in and/or sign-up at the website <https://cybertrust.io> is true, correct and not misleading.

(c) You are aware of the terms and conditions of the CABS Tokens and have acquired sufficient information about the CABS Tokens to reach an informed and knowledgeable decision to acquire the CABS Tokens. Accordingly, you have read and understood the content of the Whitepaper in its entirety, including without limitation the section on the "Legal Aspects".

(d) You have been advised of the technological nature of the CABS Tokens and you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain

technology to understand the terms, conditions and provisions of these Terms and to appreciate the risks and implications of accepting the CABS Tokens.

(e) You understand that the CABS Tokens confer only the rights described in the Whitepaper, and confer no other rights of any form with respect to Entity and any companies whose tokens would be exchangeable for the CABS Tokens, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(f) You shall not accept CABS Tokens for any uses or purposes other than to use CABS Tokens as provided in the Whitepaper, including, but not limited to, any investment, speculative or other financial purposes.

(g) You understand that the CABS Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Recipient is resident or domiciled.

(h) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to get the CABS Tokens or any use of these Terms, including (i) the legal requirements and tax consequences within your jurisdiction for the allocation of the CABS Tokens, (ii) any foreign exchange restrictions applicable to such allocation, and (iii) any governmental or other consents that may need to be obtained.

(i) Your acceptance, contribution for, and continued beneficial ownership of the CABS Tokens will not violate any applicable laws of your jurisdiction.

(j) You understand that you bears sole responsibility for any taxes as a result of the matters and transactions contemplated by these Terms and you shall comply with any applicable tax obligations in all relevant jurisdiction arising from the allocation of CABS Tokens.

(k) If you are accepting CABS Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

(l) You are acquiring the CABS Token(s) for your own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and you have no present intention of selling, granting any participation in, or otherwise distributing the same.

(m) You have been complying with the applicable anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively the "Anti-Money Laundering Laws"), and represent that you will not engage in any money laundering or terrorist financing activity as defined under the Anti-Money Laundering Laws through your participation in the contribution to the Company and the distribution of the CABS Tokens.

(n) You are not a person or entity, including anyone acting on its behalf, being resident, based, domiciled, located or incorporated in the United States of America and any of its lands, unless you meet the definition of "accredited investor" or "sophisticated investor" or similar terminology under the applicable securities regulation in the relevant jurisdiction.

9. Indemnification.

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and 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: (i) allocation or use of CABS Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(a). 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.

10. Disclaimers.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (i) THE CABS TOKENS ARE ALLOCATED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE CABS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (ii) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE CABS TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE CABS TOKENS WILL BE CORRECTED; AND (iii) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE CABS TOKENS OR THE DELIVERY MECHANISM FOR CABS TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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

11. Limitation of Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) 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 ALLOCATION OR USE OF THE CABS 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 (ii) 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 CABS TOKENS, EXCEED THE AMOUNT YOU TRANSFER TO THE COMPANY FOR THE CABS TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 11(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

12. Release.

To the fullest extent permitted by applicable law, you release the Company and the 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 you and the acts or omissions of third parties. You expressly waive any rights you

may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

13. Governing Law.

These Terms will be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles (whether of England and Wales or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

14. Dispute Resolution; Arbitration.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions or Representative Actions.** Any 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.

(c) **Notice; Informal Dispute Resolution.** Each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the support team at compliance@cybertrust.io. Notice to you shall be sent to the email address provided by you in your account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or the Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.

(d) **Process.** Arbitration will be conducted in accordance with the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Section 14(d). The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be the English language.

15. Miscellaneous.

(a) **Entire Terms.** These Terms set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) **Amendments.** These Terms may not be modified, amended, assigned, supplemented, or rescinded, or any provisions hereof waived, except by a new written agreement executed by both Company and you.

(c) **Binding Terms.** These Terms provide the legally binding terms and conditions for the allocation of the CABS Tokens. By accepting the CABS Tokens, you acknowledge its understanding and acceptance. If you are making an acceptance on behalf of a legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) **Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(f) **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.