MDL™ TALENT HUB

MDL™ TOKEN PURCHASE AGREEMENT

TERMS AND CONDITIONS

1 **COMMENCEMENT**

This Agreement (which includes these Terms and Conditions) shall be effective and binding on the Parties when Buyer: (a) registers or signs up to participate in the ITO on the official https://mdl.life website (the "Website"); or, if earlier (b) upon Company's receipt of payment from Buyer for Tokens. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

2 **ELIGIBILITY**

2.1 Excluded Jurisdictions and Sanctioned Parties

    (a)   The Tokens are not being offered to:

        (i)   citizens or residents of or entities formed or incorporated in any of the excluded countries set out in Exhibit 2 of these Terms and Conditions;

        (ii)   any person or entity subject to trade control or sanctions restrictions under lists maintained by the United States, the European Union, the United Nations, or other countries, including, but not limited to, the EU list of sanctioned parties, the U.S. lists of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders, Denied Parties, Debarred Parties, the U.S. Entities Lists, sanctioned parties under the U.S. State Department's Nonproliferation Sanctions programs, and equivalent lists of restricted or prohibited parties maintained under applicable laws of other countries (a "Sanctioned Person"),

    ("Restricted Persons"). Restricted Persons should not attempt to, directly or indirectly, participate in the ITO or purchase any Tokens.

    (b)   Company is not bound by this Agreement (or any smart contract related to this Agreement) if this Agreement has been entered into by a Restricted Person as Buyer or Buyer has entered into this Agreement or has purchased Tokens on behalf of a Restricted Person. Company may take all necessary and appropriate actions, in its sole discretion, to invalidate or terminate this Agreement, including referral of information to the appropriate authorities.

    (c)   Token purchase requests by or on behalf of a Restricted Person may be refused or cancelled by Company at any time in its sole discretion. Any payments (whether by ETH, BTC, SKY, WAVES, fiat currency or otherwise) made by or on behalf of a Restricted Person for the purchase of Tokens may, in Company's sole discretion, not be refunded or if refunded may be subject to an administrative fee to be determined by Company.

2.2 Pre-registration and KYC checks

    (a)   To participate in the ITO, Buyers are required to pre-register at the Website to apply for inclusion in the MDL™ Token ITO whitelist ("Whitelist"). Unless otherwise agreed by the Company, Buyers will only be able to purchase Tokens if Buyer has been included in (and has not subsequently been removed from) the Whitelist and meets the other eligibility requirements.

(a) Personal information of Buyer which may be required for the pre-registration, shall include (but is not limited to):

(i) Individuals:

Full name;
(A) Citizenship;
(B) Country of residence;
(C) Copy of passport, NRIC (i.e. Singapore identity card) or alternative government issued identification which is acceptable to Company;
(D) Email address
(E) Residential address proof (e.g. bank statement or utility bill which is not older than 3 months)
(F) Statement on source of funds
(G) MDL™ wallet address or any other wallet address as may be requested by the Company

(ii) Corporates:

(A) Certificate of incorporation
(B) Constitution
(C) ACRA bizfile (or equivalent company search showing the name of the company and its list of shareholders and directors)
(D) Copy of passport/NRIC and residential address proof of each director and individual shareholder
(E) Statement by each shareholder on source of funds
(F) (a) to (e) above (or its foreign equivalent) for each corporate shareholder
(G) Authorised representative
(H) Email address of authorised representative
(I) MDL™ wallet address or any other wallet address as may be requested by the Company

(b) The collection, use, transfer, storage, access and correction of the information collected by Company shall be subject to the Privacy Policy which may be found on the Website.

(c) Company shall review each Buyer's pre-registration information in accordance with its Know-Your-Client ("KYC") policies and reserves the right to request for further information which Company, in its sole discretion, deems necessary for purposes of its KYC policies.

(d) Company reserves the right to reject any application for inclusion in the Whitelist or remove a Buyer from the Whitelist for any reason whatsoever, including but not limited to the insufficiency of and/or failure to provide satisfactory identification or information for the purposes of with Company's KYC policies, Buyer is a Restricted Person, if Company considers a Buyer's domicile to present a heightened risk of the Tokens being acquired by persons or from funds associated with or for purposes of illegal or illicit activities or it is illegal or not permissible to sell the Tokens to a Buyer under applicable laws or regulations.

(e) Once a Buyer has been approved for inclusion in the Whitelist, an email will be sent to Buyer's email address ("Confirmation Email") containing a confirmation of Buyer's registration and inclusion in the Whitelist. If KYC is passed, an email comprising of a how to guide will be sent to the Buyer with instructions to install a wallet (MDL™ address) and transfer of virtual currencies (BTC, ETH, WAVES or SKY). More detailed instructions shall be contained in that email. Teller may be used to allow checking of transaction by wallet address.

(f) Any third party that gains access to a Confirmation Email may be able to gain access to the Buyer's wallet information. Buyer must take care not to respond to any inquiry regarding

their purchase of Tokens, including but not limited to, email requests purportedly coming from Company or similar looking domain.

3   **SALE OF TOKENS**

3.1   Tokens

Details of the ITO (including duration, price, delivery and token allocation) are set in Exhibit 1 of these Terms and Conditions.

3.2   Company's Use of Proceeds

Buyer acknowledges and understands that (notwithstanding the indicative funds distribution set out in the White Paper) the proceeds from the sale of the Tokens will be utilized by the Company in its sole discretion.

3.3   Cancellation/Refunds

(a)   Subject to Clauses 2.1(c) and 3.3(b) below, all Token purchases are final and there are no refunds or cancellations.

(b)   Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

3.4   Not an Offering of Securities, Commodities, or Swaps

The sale of Tokens and the Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

3.5   Not an Investment

Tokens are not designed to be acquired for investment purposes or in expectation of profits and should not be considered as a type of investment.

3.6   Additional Information

Upon Company's request, Buyer will immediately provide to Company such information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process as well as requests from law enforcement agencies and regulators. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute Tokens to Buyer until such requested information is provided.

4   **SECURITY**

Buyer is responsible for implementing reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or

other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Tokens and/or access to Buyer's account. Company is under no obligation to recover any Tokens and Buyer acknowledges, understands and agrees that all purchases of Tokens are non-refundable and Buyer will not receive money or other compensation for any Tokens purchased.

5 NO OTHER RIGHTS CREATED

5.1 No Claim, Loan or Ownership Interest

The purchase of and ownership of Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

5.2 Intellectual Property

Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

6 TAXES

Buyer acknowledges, understands and agrees that: (a) any amounts paid by Buyer for Tokens are exclusive of all applicable taxes (including sales, use, value added and similar taxes); (b) the purchase and receipt of Tokens may have tax consequences for Buyer and Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations arising from Buyer's purchase of Tokens; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

7 Disclaimer

7.1 Buyer agrees that the Buyer is purchasing the Tokens at Buyer's own risk and the Tokens are provided on an "as is" basis. Company does not make any representations or warranties, express or implied, including without limitation, any warranties of title, non-infringement, or implied warranties of merchantability, fitness for a particular purpose, usage or suitability, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent with respect to the Tokens or their utility, or the ability of anyone to purchase or use the Tokens.

7.2 Without limiting the foregoing, Company does not represent or warrant that the process of purchasing the Tokens or receiving the Tokens will be uninterrupted, error-free or free of viruses or other harmful components or that the Tokens are reliable, error-free, meet your requirements or that defects in the Tokens will be corrected.

7.3 Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) Tokens will be listed for trading on any exchange; (b) the MDL™ Talent Hub Platform can be successfully implemented as described in the White Paper; or (c) the MDL™ Talent Hub Platform will be adopted as described in the White Paper and not in a different or modified form.

8 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF BUYER

8.1   Representations and warranties

Buyer represents and warrants that:

(a)   Buyer has read, understood and accepts these Terms and Conditions (including all Exhibits of these Terms and Conditions);

(b)   Buyer has all requisite capacity, power and authority to execute and deliver this Agreement, purchase Tokens, and to carry out and perform its obligations under this Agreement. Buyer's entry into, exercise of its rights and/or performance of or compliance with its obligations under this Agreement, including its purchase of the Tokens, is not prohibited or restricted by the applicable laws, regulations or rules in Buyer's jurisdiction or country of residence, and where any restrictions in relation to the aforementioned are applicable, Buyer:

    (i)   has observed and complied with all such applicable laws, regulations and rules in Buyer's jurisdiction or country of residence at Buyer's own and sole expense; and

    (ii)   accepts sole liability for any non-compliance with such applicable laws, regulations and rules in Buyer's jurisdiction or country of residence;

(c)   All actions, conditions and things required to be taken, fulfilled and done in order to enable Buyer to lawfully enter into, exercise its rights and perform and comply with its obligations imposed by this Agreement and to ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done;

(d)   All Buyer obligations under these Terms and Conditions are valid, binding and enforceable on such Buyer in accordance with their terms;

(e)   If Buyer is purchasing Tokens on behalf of any entity, Buyer is authorized to accept these Terms and Conditions on such entity's behalf and that such entity will be responsible for breach of these Terms and Conditions by Buyer or any other employee or agent of such entity (references to "Buyer" in this Agreement refer to Buyer and such entity, jointly);

(f)   Buyer has obtained its own independent legal, financial, tax or other professional advice before accepting this Agreement and purchasing the Tokens, or after having been advised to obtain its own independent legal, financial, tax or other professional advice, has in Buyer's own discretion, knowingly and willingly elected not to do so;

(g)   Buyer is not, nor any person having a direct or indirect beneficial interest in Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Tokens is, a Restricted Person;

(h)   The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Tokens are not derived from (directly or indirectly) or related to any unlawful activities or represent proceeds of crime for the purposes of any applicable laws or regulations, including but not limited to money laundering or terrorist financing, and Buyer will not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

(i)   None of the funds to be provided by Buyer to Company are being tendered on behalf of a person or entity who has not been identified to Buyer, and Buyer will promptly notify Company if Buyer discovers that any of such representations cease to be true, and will promptly provide Company with all necessary information in connection therewith;

(j)   To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements;

(k)   Buyer has a sufficient understanding of financial, technical and business matters, including a sufficient understanding of cryptographic tokens and other digital assets, token storage mechanisms (such as token wallets), blockchain-based software systems and blockchain technology and smart contract technology to be able to evaluate the risks and merits of Buyer's purchase of the Tokens, including but not limited, to the matters set forth in this

Agreement (including these Terms and Conditions and its Exhibits), and is able to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to Company and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Tokens;

(l)   Buyer is purchasing Tokens solely for the purpose of using the Tokens for its purposes and functionality as described in Exhibit 1 of these Terms and Conditions and is not purchasing Tokens for any other purposes including, but not limited to, any investment, speculative, immediate resale or other financial purposes. In particular, Buyer is not purchasing the Tokens for the purpose of exchanging one form of virtual currency for another, with the present intention of delivering the Tokens to another person, in a coordinated series of steps intended to complete a single transaction;

(m)   all of the above representations and warranties, including all information provided by Buyer to Company further to this Agreement are true, complete, accurate and non-misleading from the time of Buyer's pre-registration (where applicable) and purchase of Tokens pursuant to this Agreement.

8.2   Acknowledgments

Buyer acknowledges and accepts that:

(a)   there are restrictions and risks associated with purchasing Tokens, owning Tokens and using Tokens in the MDL™ Talent Hub Platform including (but not necessarily limited to) the risks described in this Agreement and in particular Exhibit 3 of these Terms and Conditions and Buyer assumes all such risks;

(b)   Buyer understands that the purchase and ownership of Tokens carries no rights, express or implied, other than the right to use the Tokens as a means to enable usage of and interaction with the MDL™ Talent Hub Platform, if successfully completed and deployed. In particular, the Tokens do not represent or confer any other rights of any form with respect to Company or the MDL™ Talent Hub Platform, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary, or other financial or legal rights or interests (including all forms of intellectual property and interests in legal entities, unincorporated bodies, underlying securities, equity, shares or debentures). Buyer understands that the Tokens do not provide Buyer with a direct or indirect exposure to any underlying profits and/or losses, or assets and/or liabilities of Company or the MDL™ Talent Hub Platform. Furthermore, purchase of the Tokens does not automatically confer any rights to access or use services offered on the MDL™ Talent Hub Platform and the use of MDL™ Talent Hub Platform shall, unless other specified in these Terms and Conditions, be subject to the terms and conditions governing the MDL™ Talent Hub Platform;

(c)   the White Paper is for information purposes only and is not a statement of future intent. The White Paper does not constitute or form part of any opinion on, any advice to buy or sell, or any solicitation of any other to purchase any Tokens nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or any investment or purchase decision;

(d)   no regulatory authority in any applicable jurisdiction has examined or approved of the information set out in the White Paper and the publication, distribution or dissemination of the White Paper to you does not imply that any applicable laws, regulatory requirements or rules have been complied with.

9   LIMITATION OF LIABILITY; INDEMNIFICATION

9.1   Limitation of liability

(a)   To the fullest extent permitted by applicable law, Buyer releases the Company 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 of the MDL™ Talent Hub Platform and the acts or omissions of third parties. Buyer further specifically acknowledges that Company is not liable for the conduct of third parties, including other purchasers of the Tokens, and that the risk of purchasing and using the Tokens rest entirely with Buyer.

(b)   To the fullest extent permitted by applicable law, Company shall not 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).

(c)   To the extent permissible under applicable laws, in no event will the aggregate liability of Company, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement or the use of or inability to use the Tokens, exceed the amount Buyer paid to the Company for the Tokens.

(d)   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 these Terms and Conditions may not apply to a Buyer. In particular, nothing in these terms shall affect the statutory rights of any purchaser or exclude death or personal injury arising from any wilful misconduct or fraud of Company.

(e)   Buyer acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained in Clause 9 apply to any and all damages or injury whatsoever caused by or related to the use of, or inability to use, the Tokens or the MDL™ Talent Hub Platform under any cause or action whatsoever of any kind in any jurisdiction.

9.2   Force Majeure

Buyer understands and agrees that Company shall not be liable and Company disclaims all liability to Buyer in connection with any event beyond the reasonable control, directly or indirectly, of Company, 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.

9.3   Indemnification

(a)   To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to: (i) Buyer's purchase or use of Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty from Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b)   Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under Clause 9.3. This indemnity is in addition to,

and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

10   **DISPUTE RESOLUTION**

10.1   Informal Dispute Resolution

Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Clause 10.2 below.

10.2   Binding Arbitration

Any Dispute not resolved within 90 days as set forth in Clause 10.1 shall be referred to and finally resolved by arbitration under the rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this clause, except as they may be modified herein or by mutual agreement of the Parties. The seat, or legal place, of arbitration shall be Singapore. The arbitral tribunal will consist of one (1) arbitrator who shall be selected by Company. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

10.3   No Class Arbitrations, Class Actions or Representative Actions

Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals**.**

11   **MISCELLANEOUS**

11.1   This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Singapore.

11.2   Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Clause 11.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

11.3   This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the Tokens or the MDL™ Talent Hub Platform.

11.4   If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.5   Company may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement.

11.6   The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

11.7   Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

11.8   Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

11.9   A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

EXHIBIT 1

TOKEN AND ITO DETAILS

1.   Purpose of Tokens

Tokens may be used as the internal payment system for the MDL™ Talent Hub Platform and will earn MDL™ Token Hours. The Tokens shall have such other use as may be designated by the Company from time to time.

2.   Details of ITO

Maximum Supply of Tokens:	1,000,000,000		
Pre-registration period:	From 10 March 2018		
ITO Commencement Date:	24 March 2018		
ITO End Date:	24 April 2018 or when Hard Cap reached whichever is earlier		
Number of Tokens to be distributed in ITO:	400,000,000		
Token Price:	**Date**	**Token Price**	**Tokens Available**
	24.03 – 31.03	USD0.03	40,000,000
	1.04 – 7.04	USD0.04	80,000,000
	8.04 – 24.04	USD0.05	280,000,000
Maximum raise amount ("Hard Cap")	USD18,400,000		
Payment methods:	ETH, BTC, SKY, WAVES Institutional investors (and certain other investors as permitted by the Company) may make payment in fiat currency		
Release of Tokens:	Promptly upon payment via the Teller system		

3.   Procedures for buying and receiving Tokens

Step 1. Submit your information to join the whitelist on the website.

Step 2. You'll receive a welcome email, informing you of next steps.

Step 3. If the information you provided fulfills our KYC requirements, you'll receive a second email with details how to get the wallet and MDL™ address. (Important: write down the seed)

Step 4. In the Teller (separate web page or inside the MDL™ wallet), provide your MDL™ address and choose the suitable method of purchasing (BTC, SKY, WAVES and ETH are envisaged, but some can temporary be unavailable). Click on <Get Address>.

Step 5. Make the payment to the receive address indicated. After N confirmations (depends on the crypto), you'll receive your MDL™ Tokens at the address you provided in Step 3.

Important: Make sure to write down the seed for the MDL™ address you get in the wallet and store it offline. If you lose it or it gets hacked, there's no way to get those back.

4.   **Token Allocation**

Tokens will be allocated as set out in the White Paper.

Buyer understands and consents to the purchase of Tokens (whether through the ITO or otherwise) by Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers, including people who may work on the development and implementation of the MDL™ Talent Hub Platform or who may work for Company's future businesses which Company may establish with a portion of the proceeds from the ITO.

EXHIBIT 2

Excluded Countries

Balkans (Albania, Bosnia, Herzegovina, Kosovo, Macedonia, Montenegro)	Burundi	Central African Republic
Cuba	Democratic Republic of Congo	Eritrea
Guinea-Bissau	Iran	Iraq
Lebanon	Libya	People's Republic of China
Somalia	South Sudan	Sudan and Darfur
Venezuela	Yemen	North Korea
South Korea	The Former Federal Republic of Yugoslavia	Myanmar
Syria	Zimbabwe	USA

The list of excluded countries set out in this Agreement may be amended at any time by Company as follows:

(a)   Company may remove a country from the list in its sole discretion;

(b)   Company may include a country to the list to comply with applicable laws or if it considers a country to present heightened risk of the Tokens being acquired by persons or from funds associated with or for purposes of illegal or illicit activities.

EXHIBIT 3

RISKS

Tokens may have no value. Buyer may lose all amounts paid. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Tokens (including those not discussed herein), all of which could render the Tokens worthless or of little value:

(a) **Risks of Skycoin codebase / Skyledger protocol**: Because Tokens and the platform are based on the Skyledger protocol, any malfunction, forking, breakdown or abandonment of the Skyledger protocol may have a material adverse effect on the MDL™ Talent Hub Platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing or code cracking, could present risks to the Tokens and the MDL™ Talent Hub Platform, including the utility of the Tokens, the value of the Tokens or theft or loss of Tokens.

(b) **Skycoin codebase / Skyledger may be surpassed or superseded**: There is no guarantee that Skycoin codebase / Skyledger will not be supplanted by competing protocols that improve upon or surpass/supersede the Skycoin codebase / Skyledger technology. It is not known whether the Skyledger platform will become a predominant protocol adopted by global industry. If Skyledger is surpassed or superseded, then this could impact the Token program as usage and adoption declines.

(c) **Risk of mining attacks**: As with other cryptocurrencies, the blockchain used for the Tokens and the MDL™ Talent Hub Platform is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to MDL™ Talent Hub Platform, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

(d) **New technology**: The MDL™ Talent Hub Platform and all of the matters set forth in the White Paper are new and untested. The MDL™ Talent Hub Platform might not be capable of completion, implementation or adoption according to the development roadmap laid out in the White Paper. Even if the system is completed, implemented and adopted, it might not function as intended, and any tokens associated with the MDL™ Talent Hub Platform may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Tokens may become outdated.

(e) **Unknown adoption rates:** Mass adoption of blockchain technology has not yet occurred and it is possible that the MDL™ Talent Hub Platform and Tokens will not be used by a large number of talents or bookers. It is not known whether talents and/or bookers will adopt the MDL™ Talent Hub Platform and there may be limited public interest which may impact the development MDL™ Talent Hub Platform and potential use, utility or value of the Tokens.

(f) **Risk of theft or misuse of private keys**: The control of the Token source code resides with Company which holds the requisite private keys in cold storage. While all reasonable measures may be implemented to prevent unauthorized use of the private keys, there is no certainty that the private keys will not be subject to theft, fraud or misuse. The unauthorized use of the private keys could result in significant disruption to the Token, and in a worst-case scenario, cause the Token to be unusable or worthless.

(g) **Risk of competing platforms**: It is not known whether there will be other companies that will compete directly or indirectly with the MDL™ Talent Hub Platform and enter the market, prior to, or during the token sale. It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar. It is not known whether Company will prevail in the competition for talent and booker adoption and the platform may compete with these alternatives, which could negatively impact the platform and Tokens.

(h)   **Business execution risks**: The implementation of the MDL™ Talent Hub Platform roadmap and deployment of its related technological components requires a high degree of professional business and software engineering experience. While the developers have a proven track-record of software engineering and business development, it is not certain whether the developers can fully deliver on the technical milestones set forth in the roadmap.

(i)   **Changes to the MDL™ Talent Hub Platform**:   The MDL™ Talent Hub Platform is under development and may undergo significant changes over time. Although Company intends for the MDL Talent Hub Platform to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons.

(j)   **Project completion**: The development of the MDL™ Talent Hub Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

(k)   **Risks arising from lack of governance rights**: Because Tokens confer no governance rights of any kind with respect to the platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the platform, to create and sell more Tokens for use in the platform, or to sell or liquidate the Company. These decisions could adversely affect the platform and the utility or value of any Tokens owned by Buyer. It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH and/or BTC (or other cryptographic and fiat currencies), decrease in the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the platform may no longer be viable to operate or the Company may dissolve.

(l)   **Ability to transact or resell**: Buyer may be unable to sell or otherwise transact in Tokens at any time, or for the price Buyer paid. By purchasing Tokens, Buyer acknowledges, understands and agrees that: (i) Tokens may have no value; (ii) there is no guarantee or representation of liquidity for the Tokens; and (iii) Company is not and shall not be responsible for or liable for the market value of Tokens, the transferability and/or liquidity of Tokens and/or the availability of any market for Tokens through third parties or otherwise.

(m)   **Token security**: Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the platform or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and the Tokens, including the utility of the Tokens, or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

(n)   **Access to private keys**: Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens will result in loss of such Tokens, access to Buyer's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

(o)   **Company may modify or stop the sale at any time**: Buyer acknowledges and understands that Company may modify the timing, sale price and number of Tokens available for sale at any time

during the Token distribution period. Buyer further acknowledges and understands that Company reserves the right to terminate the sale process at any time and withdraw any unsold Tokens from the sale process. If the sale process has been stopped prematurely, Tokens purchased by Buyer may not be transferable.

(p) **Uncertain regulatory framework**: The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens, the development of the MDL™ Talent Hub Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

(q) **Currency regulation risks**: Governments are still grappling with public policy on the regulation of crypto-currencies as a form of settlement in trade. Governments adverse to the proliferation of the use of crypto-currencies in local commerce could issue laws and regulations deeming the use of crypto-currencies a regulated activity. This could result in holders of Tokens being unable to use their Tokens without further regulatory compliance by Company.

(r) **Risk of government action**: As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of company and/or pursue enforcement actions against company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or the development of the MDL™ Talent Hub Platform.

(s) **Risks associated with the token sale**: Tokens are not investment products. Rather, Tokens serve a specific function within the MDL™ Talent Hub Platform. There is no expectation of future profit or gain from the acquisition of Token. For these and other reasons, Company believes the sale of Token does not constitute a public offering of securities subject to prospectus registration requirements. However, public policy towards token sales is changing, and it is conceivable that regulators may in the future seek to broaden the scope of regulation of token sales. This could make token sales subject to registration requirements. If the Token sale becomes subject to registration requirements, this would delay or potentially postpone the proposed Token sale indefinitely.

(t) **Risks Associated with markets for Tokens**: The Tokens are intended to be used solely within the platform, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. The Company intends to list the Tokens on a virtual currency exchange but there are no guarantees that the Company will be able to do so. This could therefore create illiquidity risk with respect to the Tokens which Buyer owns. Even if secondary trading of 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. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government- mandated regulation may reduce confidence in the Tokens and result in greater volatility in the price of the Tokens. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

(u)   **Taxation risks**: The tax characterization of Tokens is uncertain. The purchase of Tokens may result in adverse tax consequences to Buyer, including withholding taxes, income taxes and tax reporting requirements. The use of Tokens as a form of settlement currency may or may not be subject to local income tax, capital gain taxes, VAT or other forms of taxes. This uncertainty in tax legislation may expose talents and bookers alike to unforeseen future tax consequences associated with the use of Tokens as a settlement currency, and/or the trading of tokens or Token for capital gains.

(v)   **Capital control risks**: Many jurisdictions, impose strict controls on the cross-border flow of capital. Holders of Tokens may be subject to these regulations and/or arbitrary enforcement of such regulations at any time. This would make the transfer of Tokens out of the local jurisdiction to overseas exchanges an unlawful activity exposing the user of Tokens to government fines or other regulatory sanction.

(w)   **Counter-terrorist financing (CTF) and anti-money laundering regulations**: Many countries have enacted CTF and anti-money laundering laws and regulations to control the flow of capital for such illicit activities. The use of crypto-currencies by bad actors would breach such regulations. Any illicit use of the Token could seriously impact the global reputation of the MDL™ Talent Hub Platform. In such event, it is conceivable that this could trigger scrutiny by CTF and anti-money laundering regulators and potentially cause significant disruption to the distribution and circulation of Tokens.

(x)   **Risk of an Unfavourable Fluctuation of ETH or BTC Value**: If the value of ETH, BTC, SKY or WAVES fluctuates unfavourably during or after the Token ITO, the Company team may not be able to fund development, or may not be able to develop or maintain the platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of ETH, BTC, SKY or WAVES, including forking, another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Exhibit 3, there are other risks associated with your purchase, possession and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit 3.