

TOKEN GENERATION EVENT TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of RedCab tokens ("REDC") during the RedCab sale period ("Sale Period") from RedCab LLC. ("RedCab," "RedCab LLC.," "Company," "we," or "us") is subject to these Terms of Sale ("Terms"). Each of you and Company is a "Party," and together the "Parties."

By purchasing REDC from us during the Sale Period and/or using REDC in connection with RedCab Platform (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at support@Redcab.io

You and Company agree as follows

Buying Tokens involves risks, and purchasers should be able to bear the loss of their entire purchase. All purchasers should make their own determination of whether or not to make any purchase, based on their own independent evaluation and analysis.

By clicking JOIN TOKEN SALE, REGISTER, BUY TOKENS or any similar button or link, the purchaser agrees to participate in RedCab tokens sale according to the present agreement, Terms, White Paper, Risk Factors, and other documents, that were disclosed by the Company, and I CERTIFY THAT in exchange for the payment by Me, indicated as the Purchase amount for contributing in your currency choice, during filing the forms on the site, the undersigned purchaser (the "Purchaser") of the Purchase Amount on or after June 01, 2018 00:00 GMT (the "Effective Time"), RedCab affiliated entity, a legal entity to be duly authorized according to EGY laws (the "Company"), hereby issues to the Purchaser the right (the "Right") to certain units of RedCab tokens (the "Token" or "REDC"), subject to the terms set forth below ("Token Sale").

In these Terms, RedCab, 'us', 'we' and 'our' means RedCab LLC., our affiliates, officers, directors, agents, joint ventures, employees, contractors, suppliers (including Nominated Entity, its subsidiaries and their directors, employees and contractors etc.) and our related corporate bodies.

REDC Tokens are not intended to constitute securities in any jurisdiction. These Terms do not constitute a prospectus, product disclosure statement or offer document of any kind and are not intended to constitute an offer of securities or solicitation for investment in securities in any jurisdiction. No regulatory authority has examined or approved any of the information set out in these Terms and no such action will be taken under the laws of any jurisdiction.

Nothing in these Terms or any other documentation prepared and published by RedCab LLC. may be construed to be business, legal, accounting, financial or taxation advice. You should seek independent legal, financial, accounting and taxation advice prior to entering into these Terms or purchasing any REDC.

It is your sole responsibility to determine if you can legally purchase REDC in accordance with the laws of your home or applicable jurisdiction, and you must not purchase any REDC if you are not able to legally do so under the laws of your applicable jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring REDC as set out in these Terms.

Do not participate in this event unless you have read and fully understand these Terms.

1. Rights in REDC

By purchasing, holding and using REDC Tokens, you expressly acknowledge that you are aware of the following:

The REDC Tokens are not intended to be structured or sold as securities, commodities, digital currencies or any other form of financial or investment product. Accordingly, none of the information presented by RedCab in respect of the REDC Tokens is intended to form the basis for any investment decision, and no recommendations are intended. RedCab expressly disclaims any and all responsibility for any direct, indirect or consequential loss, damage, cost or expense of any kind whatsoever arising directly or indirectly from, or otherwise in connection with:

- (i) reliance on any information contained herein;
- (ii) any error, omission or inaccuracy in any such information; or
- (iii) any action resulting from such information.

Ownership of REDC Tokens carries no rights, express or implied, other than the right to use the REDC Tokens as a means to enable usage of and interaction with RedCab services, if or when it is successfully completed and deployed. In particular, you understand and accept that the REDC Tokens do not represent or confer:

(i) any ownership right, share or security (or any equivalent right) in RedCab LLC., any other company or the RedCab Network;



(ii) any future right to receive an interest or revenue share in RedCab LLC., any other company or the RedCab Network;

(iii) any future right to receive an interest in any intellectual property rights relating to the RedCab Network; or

(iv) any other form of participation in or relating to RedCab LLC. or the RedCab Network, other than a right to participate in the RedCab Network (if and when it is deployed) for the duration of the time you hold such REDC Tokens.

In accordance with the Development Roadmap, RedCab will seek to establish the RedCab Platform and Network by 01 October 2019, although access to the Network may commence at different times in different jurisdictions. Once the Network is operational in a particular jurisdiction, RedCab undertakes to activate the REDC Tokens within the Network and from that time, owners of the REDC Tokens will be able to commence using and interacting with the RedCab Network.

Please note: There is no guarantee if the RedCab Network will be deployed by 01 October 2019

2. Overview of the Event

RedCab LLC. will issue a total quantity of 100,000,000 REDC in the Event, which will only be conducted on RedCab LLC. ICO website at https://RedCab.io (Website). These Terms sets out the Token Specifications and Procedures.

3. Purpose and Use of Tokens in the Platform

You acknowledge that the purpose of REDC is to facilitate transportation and loyalty tools and systems for e-commerce businesses. The ownership of REDC carries only the possibility of future rights relating to the provision and receipt of such services via RedCab Network, if successfully completed and deployed.

In particular, you understand and accept that REDC do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to RedCab or any other entity or business, and no such rights will be implied. Any possible future rights will be limited to an access right, purchasing right in the RedCab Network's participating partners or license to use the



RedCab Platform in the manner proposed in RedCab Whitepaper, subject to the Platform's terms and conditions for usage, if such Platform is successfully completed and deployed. REDC Tokens, with their current functionality and associated rights, are not intended to be a security, commodity or any other kind of financial product.

4. Creation of REDC

Up to 100,000,000 ERC20 REDC Tokens will be created on the Ethereum blockchain using a blockchain technology comprised of a web interface, locked wallets and smart contracts. A total of 62% of the stated amount of tokens will be available in the sale Events, with the remaining 38% of REDC Tokens in accordance with the allocations set out in Exhibit 7.1 WhitePaper. No further ERC20 REDC Tokens will ever be created, except in circumstances where RedCab LLC. will reissue tokens, for example changing over to a new blockchain in which case existing token holders can exchange REDC for the newly created token or coin.

5. Timing of Sale and Lock-up

The Event start and end date is as set out on our site (https://redcab.io). RedCab LLC. reserves the right to change the end date when the Event will begin and further reserves the right to extend the sale duration for any reason including, but not limited to the unavailability of the Website or any other unforeseen security or procedural issues. RedCab LLC. reserves the right to shorten the sale duration for any reason. Please note the purchased tokens for the amounts of more than US\$50,000.00 will be locked up for three months after the token sale event. During the lock-up period, token holders cannot sell or buy these tokens.

6. REDC Allocation

Up to 62,000,000 REDC Tokens will be available for the Sale Events (Private-Sale, Pre-Sale, and CrowdSale). RedCab will conduct some pre-sales of REDC Tokens prior to the Token Sale Event, which will include a discount for such early adopters. Full details about REDC Tokens will be provided in a timely manner to you in the Event and will be available on the Website at the time of purchase. Exhibit A Token Specifications and Procedures sets out further detail of the Event.

7. Disclosure of Funds Received

To enable you to have as much information as possible to guide your decision-making process, RedCab LLC. will disclose the total funds received during the course of the Token Sale Event, to



enable you to develop an understanding of the size of the existing RedCab sales, at the time of purchasing your REDC.

8. Receipt of REDC and the Token Email

To purchase REDC, as part of the purchase process you must provide an email address. The nominated email address will be used to email to you notice of the confirmation of your purchase of REDC. By purchasing REDC, and to the extent permitted by law, you agree not to hold RedCab LLC. liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to your failure to secure your account or for incorrect delivery of your tokens.

9. Obligation to Determine Eligibility to Purchase REDC

The Event constitutes the sale of a software under the EGY law. It is your responsibility to determine if you can legally purchase REDC, in your home or applicable jurisdiction.

10. REDC will only be Available for Sale on RedCab LLC Website https://redcab.io

RedCab LLC. will only sell REDC through the official ReCab Website https://redcab.io. To the extent that any third-party website or service offers REDC for sale during the Event, or facilitates the sale or transfer of REDC in any way during the Event, such third-party websites or services are not sanctioned by RedCab LLC. and have no relationship in any way with RedCab LLC. Any use of these third-party websites will be at your own risk, and may be subject to separate terms and conditions set by those websites.

11. Security

You are responsible for implementing your own measures for securing the wallet, vault or other storage mechanism that you use to receive and hold REDC purchased from RedCab LLC., including, but not limited to, securing your private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost or stolen, you may lose access to your REDC. RedCab LLC. will not be responsible for any such loss.

12. Fraudulent Attempts to Double Spend



RedCab LLC. will monitor all potential transactions for fraudulent attempts to double spend ETH. Any fraudulent activity, including potential double spend of any cryptocurrency, will result in no REDC being delivered to you and may result with you being excluded from the Event.

13. RedCab LLC. Will Not Purchase REDC During Event

RedCab LLC. warrants that it will not purchase REDC in its own Event. Furthermore, RedCab LLC. warrants that it will not purchase REDC from any third party, or acquire REDC in any manner, or acquire future control of REDC during the Event. This section 13 does not apply to RedCab's affiliates, officers, directors, agents, joint ventures, employees, contractors or suppliers (including Nominated Entity and its directors, employees and contractors etc.) who may purchase REDC for their own personal use, provided their purchase is made during the Event through the Website.

14. All Purchases of REDC Are Non-Refundable

SUBJECT TO ANY APPLICABLE LAW, ALL PURCHASES OF REDC ARE FINAL AND NON-REFUNDABLE. BY PURCHASING REDC, YOU ACKNOWLEDGE THAT REDCAB LLC. IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY REDC THAT IS NOT USED OR REMAINS UNUSED. NO REFUNDS WILL BE ISSUED FOR CHANGE OF MIND.

RedCab LLC. reserves the right to refuse or cancel any REDC purchase requests at any time, in their sole discretion.

15. Certain Risks Associated with the Purchase of REDC

The purchase of REDC carries with it risks. Prior to purchasing REDC, you must carefully consider and agree to assuming the risks including, but not limited to, those outlined below in these Terms and, to the extent necessary, consult a lawyer, accountant and/or tax professional prior to determining whether to purchase REDC.

16. Accuracy, completeness and timeliness of information

The information within these Terms and all other documents and statements published by RedCab LLC. is not comprehensive and is only intended to provide a summary of the subject matter covered. Whilst every effort is made to ensure that statements of facts made in these Terms and all other documents published by RedCab LLC. are accurate, all estimates, projections, forecasts, prospects, expressions of opinion and other subjective judgments contained in this paper are based on



assumptions considered to be reasonable as of the date of the document in which they are contained and must not be construed as a representation that the matters referred to therein will occur. Any plans, projections or forecasts mentioned in this paper may not be achieved due to multiple risk factors including without limitation defects in technology developments, legal or regulatory exposure, market volatility, sector volatility, corporate actions, or the unavailability of complete and accurate information. You should monitor any changes to the information contained on the Website.

17. Taxation of REDC and Taxation Related to the Event

RedCab LLC. makes no representations concerning the tax implications of the sale, possession or use of REDC. The purchase of REDC is exclusive of all applicable taxes. You bear the sole responsibility to determine what, if any, taxes apply to the purchase of REDC by ETH or fiat currency, or the potential appreciation or depreciation in the value of REDC over time, in your home or other applicable jurisdiction. By purchasing REDC, and to the extent permitted by law, you agree not to hold RedCab LLC. liable for any tax liability or responsibility for withholding, collecting, reporting or remitting any sales, use, value added, or similar tax, associated with or arising from the purchase of REDC. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate taxation authorities. RedCab LLC. will not be held responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of REDC.

18. Personal Information and Privacy – Collection Statement

RedCab LLC. may determine, in its sole discretion, that it is necessary to obtain certain information about you, in order to comply with applicable law or regulations; including any applicable Anti Money Laundering ("AML") or Know Your Customer ("KYC") requirements, in connection with selling REDC to you. You agree to provide RedCab LLC. such information promptly upon request, and you acknowledge RedCab LLC. may refuse to sell REDC to you, until you provide such requested information and RedCab LLC. have determined that it is permissible to sell you REDC, under applicable law or regulation.

We may collect personal information about you in order to facilitate your purchase of REDC and for purposes otherwise set out in our Privacy Policy at the http://redcab.io

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to sell any REDC to you.



Our Privacy Policy explains:

(i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint.

If you would like any further information about our privacy policies or practices, please contact us at support@redcab.io

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

RedCab LLC. agrees not to publish any identifying information related to REDC purchases, without your prior written consent. RedCab LLC. may contact you by email in relation to your purchase of REDC. Such emails will be informational only.

19. Release

To the fullest extent permitted by law, you release RedCab LLC. and our respective predecessors, successors and assigns from all claims, demands, actions, damages, losses, costs and expenses of every kind and nature, known and unknown (including, but not limited to, claims of negligence, actions for breach of warranty or actions for breach of contract), arising out of or otherwise in connection with:

- (a) your purchase or use of REDC;
- (b) your participation in the Event;
- (c) your responsibilities or obligations under these Terms;
- (d) your violation of these Terms; or
- (e) your violation of any rights of any other person or entity,

including in relation to or arising out of disputes between RedCab LLC. and you or between you and other participants in the Event, and the acts or omissions of third parties. To the extent permitted by law, you expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release in any way.

20. Indemnification



To the fullest extent permitted by law, you will indemnify, defend and hold harmless RedCab LLC. and our respective predecessors, successors and assigns from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise out of or are otherwise connected with:

- (a) your purchase or use of REDC;
- (b) your participation in the Event;
- (c) your responsibilities or obligations under these Terms;
- (d) your violation of these Terms; or
- (e) your violation of any rights of any other person or entity.

RedCab LLC. reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this section 20. This indemnity is in addition to, and not in lieu of, any other indemnities implied into or set forth in any written agreement between you and RedCab LLC..

21. Representations and Warranties

By purchasing REDC, you represent and warrant as follows:

- (a) You have read, understand and agree to these Terms (including all Exhibits that form a part of the Terms);
- (b) You acknowledge and agree that the REDC Tokens do not constitute securities in your jurisdiction, and that these Terms do not, and are not intended to, constitute a prospectus, product disclosure statement or offer document of any sort. You acknowledge and agree that these Terms do not constitute an offer of securities or solicitation for investment in securities in your jurisdiction;
- (c) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as digital wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing REDC;
- (d) You have obtained sufficient information about REDC to make an informed decision to purchase REDC;
- (e) You understand that REDC confer only the possibility of future rights relating to the provision and receipt of services via the Platform, if successfully completed and deployed, and do not confer any other rights of any form with respect to the Platform or RedCab LLC., including,



- but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (f) You are purchasing REDC for the purpose of supporting the development, testing, deployment and operation of the Platform, and for the possibility of future rights relating to the provision and receipt of services via the Platform, if successfully completed and deployed. You are not purchasing REDC for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- (g) You are not purchasing or using REDC for illegal purposes;
- (h) Your purchase of REDC complies with your obligations under applicable law and regulation in your jurisdiction, including, but not limited to:
 - (i) legal capacity to enter into these Terms, or have received permission from a legal guardian who has reviewed and agreed to enter into these Terms on your behalf;
 - (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and
 - (iii) any governmental or other consents that may need to be obtained; and
 - (iv) any other threshold requirements in your jurisdiction for purchasing and using REDC in the Platform and entering into contracts with RedCab LLC.;
- (i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of REDC;
- (j) If you are purchasing REDC on behalf of any entity:
- (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
- (ii) you are duly authorized by such legal entity to act on its behalf;
- (k) You are not a non-accredited investor resident or domiciliary of the United States of America (U.S.) or purchasing REDC from a location within the jurisdiction of the U.S.;
- (I) You are not:
 - (i) a citizen or resident of a geographic area in which access to or ownership of the REDC is prohibited by applicable law, decree, regulation, treaty, or administrative act;
 - (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S., or other sovereign country sanctions or embargoes; or
 - (iii) a non-accredited investor citizen, resident of, or a person located or domiciled in, the U.S. including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the U.S., any state or territory thereof or the District of Columbia;



- (iv) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List, or similar lists of other countries;
- (m) You agree that if your country of residence or other circumstances change such that representations in these Terms are no longer accurate, that you will immediately cease holding REDC;
 - (n) You understand and acknowledge that title to, and risk of loss of, REDC passes from RedCab LLC. to you in EGY;
 - (o) You understand and will take sole responsibility for any restrictions and risks associated with the purchase of REDC as set out below in Exhibit B of the Terms;
 - (p) If any of the representations you have agreed to in these Terms change, such that the representations are no longer accurate, that you will immediately cease holding REDC;
 - (q) You have an understanding of the usage and intricacies of cryptographic tokens, like ETC, BTC, other blockchain technology and blockchain-based software systems; and
 - (r) All of the above representations and warranties are true, complete, accurate and non-misleading at the time of your purchase of any REDC.

22. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY REDCAB LLC., YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- (a) YOU ARE PURCHASING REDC AT YOUR SOLE RISK;
- (b) REDCAB LLC. MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE SUCCESSFUL LAUNCH OF THE EVENT, OR ACHIEVEMENT OF ANY OTHER ACTIVITIES NOTED IN THESE TERMS OR ANY OTHER DOCUMENTS PRODUCED BY REDCAB LLC. IN RESPECT OF THE EVENT, AND DISCLAIMS ANY WARRANTIES IMPLIED BY LAW OR OTHERWISE:
- (c) REDC IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND; EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF
 - TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT;
- (d) REDCAB LLC. MAKES NO REPRESENTATION, WARRANTY OR UNDERTAKING THAT THE INFORMATION PROVIDED IN THESE TERMS OR ANY OTHER DOCUMENTS PRODUCED BY REDCAB LLC. IN RESPECT OF THE EVENT ARE TRUTHFUL, ACCURATE AND COMPLETE;



- (e) THESE TERMS AND ALL OTHER DOCUMENTS PRODUCED BY REDCAB LLC. IN RESPECT OF THE EVENT HAVE BEEN PREPARED FOR INFORMATION PURPOSES ONLY AND ARE NOT A STATEMENT OF FUTURE INTENT;
- (f) REDCAB LLC. DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE OF WHATSOEVER KIND

 (WHETHER FORESEEABLE OR NOT) WHICH MAY ARISE FROM ANY PERSON ACTING ON ANY

 INFORMATION AND OPINIONS RELATING TO REDCAB LLC., THE REDCAB LLC. PLATFORM, THE

 REDC TOKENS OR THE EVENT CONTAINED IN THESE TERMS, ANY OTHER DOCUMENTS

 PRODUCED BY REDCAB LLC. IN RESPECT OF THE EVENT, OR ANY INFORMATION WHICH IS

 MADE AVAILABLE IN CONNECTION WITH ANY FURTHER ENQUIRIES, NOTWITHSTANDING

 ANY NEGLIGENCE, DEFAULT OR LACK OF CARE;
- (g) REDCAB LLC. DOES NOT REPRESENT OR WARRANT THAT REDC ARE RELIABLE, CURRENT OR ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN BIT WILL BE CORRECTED;
- (h) REDCAB LLC. CANNOT AND DOES NOT REPRESENT OR WARRANT THAT REDC OR THE DELIVERY MECHANISM FOR REDC ARE FREE OF VIRUSES OR OTHER HARMFUL OR DAMAGING COMPONENTS;
- (i) REDCAB LLC. WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR CONTROL; AND
- (j) WITHOUT LIMITING THE FOREGOING, REDCAB LLC. DOES NOT WARRANT THAT THE PROCESS FOR PURCHASING REDC WILL BE UNINTERRUPTED OR ERROR- FREE.

23. Limitation of Liability and Waiver

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED WITHIN THESE TERMS APPLY TO ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE, ACTIONS FOR BREACH OF WARRANTY OR ACTIONS FOR BREACH OF CONTRACT), ARISING OUT OF OR RELATED TO:

- (a) YOUR PURCHASE OR USE OF REDC;
- (b) YOUR PARTICIPATION IN THE EVENT;
- (c) YOUR RESPONSIBILITIES OR OBLIGATIONS UNDER THESE TERMS;
- (d) YOUR VIOLATION OF THESE TERMS;OR
- (e) YOURVIOLATIONOFANYRIGHTSOFANYOTHERPERSONORENTITY,



AND THAT REDCAB LLC. WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF PROFITS, GOODWILL OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION, IN ANY WAY WHATSOEVER ARISING OUT OF ARISING OUT OF OR RELATED TO:

- (a) YOUR PURCHASE OR USE OF REDC;
- (b) YOUR PARTICIPATION IN THE EVENT;
- (c) YOUR RESPONSIBILITIES OR OBLIGATIONS UNDER THESE TERMS;
- (d) YOUR VIOLATION OF THESE TERMS;OR
- (e) YOURVIOLATIONOFANYRIGHTSOFANYOTHERPERSONORENTITY.

YOU FURTHER ACKNOWLEDGE THAT REDCAB LLC. IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF REDC, AND THAT THE RISK OF PURCHASING REDC RESTS ENTIRELY WITH YOU.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL REDCAB LLC. BE LIABLE TO YOU FOR MORE THAN THE AMOUNT THAT YOU MAY HAVE PAID TO REDCAB LLC. FOR THE PURCHASE OF REDC.

24. Forward looking statements

Any statements contained in any information, documents or statements made by RedCab LLC. which are not statements of historical fact are considered "forward looking statements". Often, but not always, such statements include terms such as 'aim', 'target', 'goal', 'anticipate', 'believe', 'could', 'estimate', 'expect', 'if', 'intend', 'may', 'plan', 'possible', 'probably', 'project', 'should', 'would', 'will' or other similar terms. All future looking statements, including any statements regarding RedCab's Development Roadmap, technical aspirations, plans and prospects, and any similar statements about the market in which RedCab LLC. intends to operate, including market trends, are forward looking statements.

All forward looking statements include known and unknown risks, uncertainties and other factors which may cause the actual future results, performance or achievements of RedCab LLC. or the Platform to be materially different to those noted in the forward-looking statements. Accordingly, no reliance may be placed on these statements as being a promise, representation or undertaking as to the future performance or state of RedCab LLC. or the Platform.



Neither RedCab LLC. nor any other person represents, warrants or undertakes that the actual future results, performance and achievements of RedCab LLC. and the Platform will be as noted in the forward-looking statements, and RedCab LLC. disclaims any responsibility to update any of those forward-looking statements or announce any revisions to those forward-looking statements.

25. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- (a) RedCab LLC. and You (Parties) agree to make good faith efforts to resolve any disputes, claims, suits, actions, causes of action, demands or proceedings (Dispute) arising between us in relation to or otherwise in connection with the sale and purchase of REDC and our respective rights and obligations arising under these Terms.
- (b) Binding Arbitration. Except for any Disputes in which either Party 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 Company (i) waive your and 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 Company's respective rights to a jury trial. Instead, you and 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).
- (c) No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and 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.
- (d) If the Parties, or their designated representatives, are unable to resolve the Dispute within fourteen business days after referral of the matter to them, the Parties will submit the Dispute for resolution for Mediation, pursuant to paragraph (e) of this section 25.
- (e) If any Dispute is not resolved pursuant to paragraphs (a) and (b) above, the Parties will, acting reasonably, agree mutually on a mediator to mediate the Dispute by mediation in



- accordance with the laws of EGY. In the event the Parties cannot mutually agree on a mediator, the mediator will be nominated at RedCab's discretion. The forum for any such mediation will be EGY.
- (f) If any Dispute is not resolved pursuant to paragraphs (a)-(c) above, the Parties will, acting reasonably, agree mutually on an arbitrator for resolution of the Dispute by arbitration in accordance with the laws of EGY. In the event the Parties cannot mutually agree on an arbitrator, the arbitrator will be nominated at RedCab's discretion. The forum for any such arbitration will be EGY.
- (g) Nothing in this section will prejudice the right of a party to institute proceedings to seek urgent injunctive or urgent declaratory relief.

26. Force Majeure

RedCab LLC. is not liable for failure to perform any of its obligations in respect of the sale and purchase of BIT caused by unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions, acts of god, communications outages or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, RedCab LLC. may elect to suspend the Event, in whole or part, for the duration of the force majeure circumstances.

27. Entire Agreement

These Terms are the entire agreement between you and RedCab LLC. with respect to the sale and purchase of REDC. They set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively Conduct) relied on by the parties and supersede all earlier Conduct by or between the parties in connection with the sale and purchase of REDC. Neither party has relied on or is relying on any other Conduct in entering into these Terms and completing the transactions contemplated by them.

28. Governing Law and Jurisdiction

These Terms are governed by the laws of EGY. In relation to them and related non-contractual matters each you irrevocably submit to the non-exclusive jurisdiction of courts with jurisdiction there, and waive any right to object to the venue on any ground.



29. Severability

You agree that if any term, section, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, section, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, section, clause or provision, or any other term, section, clause or provision of these Terms.

30. No Waiver

RedCab's rights will not be waived except where a waiver is in writing signed by RedCab LLC. . A waiver by either party, of breach of this Agreement, will not prejudice the rights of that party, in respect of any subsequent breach of this Agreement by the other party. Failure or omission by RedCab LLC. at any time to enforce or require strict or timely compliance with any provision of this Agreement, will not affect or impair that provision in any way or the rights of RedCab LLC., to avail itself of the remedies it may have in respect to any breach of any such provision.

31. Updates to the Terms and Conditions of the Event

RedCab LLC. reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. You will be deemed to have accepted such changes by continuing to purchase REDC. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase REDC.

32. Translated Documents

You will not place reliance on translated documents, in languages other than English, that are published by RedCab LLC. . All translated documents are for informational purposes and only the English original document prevails.

33. No Sale of REDC Tokens During the Event

You agree not to sell or on-sell the REDC Tokens you have purchased to another party during the Event, through any means available. This includes contracting with another buyer to sell the REDC Tokens acquired by you. You are free to sell or otherwise use the REDC Tokens at the close of the distribution of REDC Tokens.

RedCab LLC. at its discretion may terminate this agreement at any time, where it suspects or it is made known that a sale, or contract of sale, to on-sell REDC Tokens has occurred.



34. No non-accredited investors from U.S. or Other Non-Permitted Buyers

The REDC Tokens are not offered to U.S. non-accredited investors or other jurisdictions, in which REDC is not permitted to be sold or bought. If you are a U.S. person and a non-accredited investor you are strictly prohibited and restricted from using the RedCab LLC. Platform, using RedCab LLC. official communication channels for purchasers, and/or purchasing REDC Tokens. You acknowledge RedCab LLC. is not soliciting purchases by U.S persons in any way. If a U.S. person uses RedCab LLC. Services, such person has done so and entered into this Agreement on an unlawful, unauthorised and fraudulent basis and this Agreement is null and void. RedCab LLC. is not bound by this Agreement, if this Agreement has been entered into by a U.S. person as a buyer, or the buyer has entered into this Agreement or has purchased REDC Tokens on behalf of a U.S. person, then RedCab LLC. may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.

Any U.S. person who uses the RedCab LLC. Token Generation Event (TGE) Services or enters into this Agreement on an unlawful, unauthorised or fraudulent basis will be solely liable for, and will indemnify, defend and hold harmless RedCab LLC. and its affiliates from any damages, losses, liabilities, costs or expense of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business revenues, profits, data, use, goodwill or other intangible losses incurred by a RedCab LLC. party that arises from or is a result if such a U.S. person's unlawful, unauthorised or fraudulent use of the RedCab LLC. TGE Services.

U.S. persons in this section and in these Terms, is defined to include other jurisdictions in which REDC is not permitted to be sold or bought.

35. Further Information

For further information regarding the Event, please contact: support@redcab.io



TERMS AND CONDITIONS

EXHIBITS A-C (CONTINUE ON THE FOLLOWING PAGES)

TERMS AND CONDITIONS

EXHIBIT A: TOKEN SPECIFICATIONS AND PROCEDURES

You and RedCab LLC. agree to REDC Token specifications and procedures as follows:

1. Overview of the Token Sale Event

During the Token Sale Event, you will be able to acquire REDC in exchange for Ether (ETH). Payment must be received at the crowdfund contract address which will be available at https://redcab.io and at no other domains or portals. The REDC Tokens will be allocated according to your ETH amount. RedCab LLC. will maintain on its Website an interface to purchase REDC Tokens. Instructions for purchasing REDC with ETH using the Website will be available for review on the Website, for the duration of the Event.

2. Timing of Event

RedCab LLC. will conduct the Token Sale Event, which will begin and end as announced on https://redcab.io

RedCab LLC. reserves its right to re time, shorten or extend the Event Period duration for any reason, including but not limited to unforeseen security or procedural issues, or the unavailability of key websites or hosts.

3. REDC to be Sold

RedCab LLC. will allocate up to 62,000,000 REDC Tokens to be sold, of the created tokens in amount of up to 100,000,000, during the Token Sale Event.

5. Event Specifics



Redcab is committed to a transparent token sale process.

We will notify the public with the final total amount of REDC tokens in circulation after the completion of the Token Sale because tokens are minted as contributors buy it. This is to maximize the value of tokens sold, scarce the supply, and create a value for token holders once we're listed on major exchanges.

RedCab will not create any new REDC tokens after the Token Sale.

Max Tokens Supply 100,000,000.

Tokens distribution

9% Team and Founders

3% Advisors

1% Bounty

7% Private Sale

15% Presale

25% Reserved for Proof-Of-Driving & Proof-of-Marketing token generation.

40% Crowd-sale

• Pre-Sale: Starts 01 June 2018 at 12:00 AM GMT and ends on 21 June 2018 at 11:59 PM GMT with early bird investors getting a 15% Bonus till allocated amount is sold out or phase ends.

• Main Crowd-sale Start Date: 22 June at 12:00 AM GMT and ends on 15 August 2018 at 11:59 PM GMT.

Accepted Currency for Token Sale: Ethereum

Token Name: REDCToken Type: ERC20Soft Cap: 2143 ETH

Exchange: 1 ETH = 2333 ETH

Hard Cap: 24529 ETH

Min Purchase: 0.1 ETH = 233 REDC

Payment will be received at: https://redcab.io

All purchases of REDC Tokens are non-refundable, no refunds will be issued for change of mind, unless otherwise specified in writing at RedCab LLC. discretion.

RedCab LLC. may liquidate or hedge the cryptocurrencies received, for tax and price volatility reasons.

IMPORTANT: NO OTHER DOMAINS OR PORTALS MAY ACCEPT PAYMENT



7. Procedures for Buying REDC

To purchase REDC during the Token Sale Event, you must also follow all the procedures as set out on the Website (Website Process). Failure to follow the Website Process may result in no REDC being issued to you. Pre-sale purchasers may be subject to different procedures to what is set out in this Exhibit A.

RedCab LLC. reserves the right to provide to you in writing the procedures required, if they are not the same.

Before or at the launch of the Event, RedCab LLC. will make available on its Website the Event Portal, to facilitate your purchase and receipt of REDC. To purchase REDC, you must also provide your Ethereum ERC20 compatible address and an email address, to the Event Portal for the delivery of your REDC tokens you purchase.

You must provide the correct Ethereum address for receipt of REDC. RedCab LLC. will not be liable for an errors or omissions including but not limited to incorrect addresses provided, incomplete addresses, loss of access to private keys etc. RedCab LLC. does not provide any wallet hosting services nor hold any Ethereum keys. RedCab LLC. only issues the REDC to the Ethereum address provided.

You must provide and maintain an email address to be used to email to you with any communications including notice of the confirmation of your purchase of REDC.

8. Procedures for Receiving REDC

RedCab LLC. anticipates that delivery of REDC Tokens to you will be after the receipt of funds from you, but no later than 4 weeks after the Token Sale Event closes. RedCab LLC. reserves the right to delay delivery of REDC Tokens after the conclusion of the Event Period, although it does not anticipate any delays, this is intended for precautionary purposes to deal with any unforeseen circumstances.

RedCab LLC. Nominated Entity will be incorporated under the EGY jurisdiction and is programmed so that all transactions it executes will be executed under the EGY jurisdiction. As such, title to, and risk of loss of, REDC delivered fall exclusively under the EGY jurisdiction.

9. Amendment of Token Specifications and Procedures



BitRewards reserves the right to prescribe additional guidance regarding specific requirements and

or change these procedures.

Failure to follow these instructions may limit, delay, or prevent you from obtaining REDC.

By purchasing REDC, and to the extent permitted by law, you agree not to hold RedCab LLC. (or any

of its affiliates, Directors, employees and contractors etc.) liable for any losses or any special,

incidental, or consequential damages arising out of, or in any way connected to your failure to

correctly send funds, secure your email account or receive email messages, or for incorrect delivery

of your tokens.

10. Further Information

Further information about these instructions should be directed to support@redcab.io

TERMS AND CONDITIONS

EXHIBIT B: COMPANY DISCLOSURE

1. COMPANY INFORMATION—RedCab

A. Key Shareholders

The RedCab LLC. directors will be the principal shareholders of the Nominated Entity, owning

approximately 100% of the total shares on issue in the company.

B. Financial Information

RedCab LLC. is a limited liability company, registered in Egypt, operates across EMEA, and is

compliant with all of the relevant obligations and requirements of the operating regions.

C. Material Litigation

RedCab LLC. is not party to any litigation as at the date of publication of this Company

Disclosuredocument.

2. THE REDC TOKENS

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By purchasing, holding and using REDC tokens, you expressly acknowledge that you are aware of the following:

The REDC tokens are not intended to be structured or sold as securities, commodities, digital currencies or any other form of financial or investment product. Accordingly, none of the information presented by RedCab LLC. in respect of the REDC tokens is intended to form the basis for any investment decision, and no recommendations are intended. RedCab LLC. expressly disclaims any and all responsibility for any direct, indirect or consequential loss, damage, cost or expense of any kind whatsoever arising directly or indirectly from, or otherwise in connection with:

- (i) reliance on any information contained herein;
- (ii) any error, omission or inaccuracy in any such information;
- or (iii) any action resulting from such information.

Ownership of REDC tokens carries no rights, express or implied, other than the right to use the REDC tokens as a means to enable usage of and interaction with the RedCab LLC. Platform and Network, if successfully completed and deployed. In particular, you understand and accept that the REDC tokens do not represent or confer:

- (i) any ownership right, share or security (or any equivalent right) in RedCab LLC., any other company or the RedCab Network;
- (ii) any future right to receive an interest or revenue share in RedCab LLC., any other company or the RedCab Network;
- (iii) any future right to receive an interest in any intellectual property rights relating to the Redcab Network; or any other form of participation in or relating to RedCab LLC. or the RedCab Network,
- (iv) other than a right to participate in the RedCab Network (if and when it is deployed) for the duration of the time you hold such REDC token.

In accordance with the Development Roadmap included, RedCab LLC. will seek to establish the RedCab Network by 01 October 2019, although access to the Network may commence at different times in different jurisdictions. Once the Network is operational in a particular jurisdiction, RedCab LLC. undertakes to activate the REDC Tokens within the Network and from that time, owners of the REDC Tokens will be able to commence using and interacting with the RedCab Network.

Please note: If the RedCab Network is deployed there is no guarantee that this will occur by 01 October 2019.



3. RISKS – TOKEN GENERATION EVENT AND REDC TOKENS

There are risks associated with the use of blockchain token technology for the REDC token sale process, and the purchase of REDC tokens generally.

WARNING: DO NOT PURCHASE REDC TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.

Purchases of REDC tokens should only be undertaken by individuals or entities that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Ether (ETH), and other blockchain-based software systems. You should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While RedCab LLC. may be available to assist in the purchase of REDC tokens during and after the sale, in no way is RedCab LLC. offering advice and RedCab LLC. will not be responsible for lost ETH or REDC tokens or cash resulting from actions taken by, or omitted by you.

Awareness of Risks.

You warrant that you understand that cryptocurrency token and initial coin offering (ICO) projects are inherently highly risky and extremely speculative. They are unregulated, in an early stage of development, with experimental software and business models, no governmental protection of your investment, dramatic price volatility, the strong potential for inadequate documentation, and a high risk of fraud.

You should only invest in cryptocurrency token or ICO projects if you have substantial technical knowledge and understand the specifics of the offering. Careful due diligence should be undertaken on the projects, network, tokens, and team behind any token sale or ICO. You must understand that your and others' investments may not result in a useable or valuable token and you may lose the entire value of your investment.

You are encouraged to consider the advice of and warnings about the significant risks of this sector (including the risk of loss of value and fraud) published by the following jurisdictions:

USA - https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_coinofferings

UK - https://www.fca.org.uk/news/statements/initial-coin-offerings

Europe - https://www.esma.europa.eu/press-news/esma-news/esma-highlights-ico-risks-investors-and-firms



The purchase of REDC tokens carries with it a number of risks. You should carefully consider all risks involved, including, but not limited to, those listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, then you should not purchase REDC tokens.

By purchasing REDC tokens, to the extent permitted by law, you acknowledge and agree that there are risks associated with purchasing, holding and using REDC tokens. You expressly acknowledge and assume all risks and agree not to hold any of RedCab LLC. or any related party of RedCab LLC. liable for any loss, damage, cost or expense (including or any special, incidental, or consequential damages) arising from, or in any way connected to, the sale of REDC tokens, including, but not limited to, any loss associated with the risks set out below. The order of the risks set out below is not intended to have any bearing on the likelihood of such risk arising, or importance of any such risk to any particular person.

1. Risks Associated with the Development and Maintenance of the Platform

You recognise that the Platform is currently under development and may undergo significant changes before release and over time, including a change in direction at RedCab's discretion.

Although RedCab LLC. intends for REDC tokens and the Platform to follow the specifications set forth in Annexure A, and intends to take commercially reasonable steps toward those objectives, RedCab LLC. may have to make changes to the specifications of REDC tokens or the Platform for any number of legitimate reasons including, but not limited to, a change in the design, implementation plans and execution of the implementation of the Platform for global release. This could create the risk that the Platform or REDC tokens, as further developed and maintained, may not meet your expectations at the time of purchase of the REDC token. Furthermore, despite RedCab LLC. efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and REDC tokens.

You understand that while RedCab LLC. will make reasonable efforts to complete the Platform software for global release and activate the RedCab LLC. Tokens by 01 October 2019 (in accordance with the Development Roadmap included), due to circumstances beyond RedCab LLC. control it is possible that an official completed global version of the Platform may be delayed, may not be released globally, a limited release occurs or, in the worst case, a functioning operational global Platform may not be created at all.



2. Risk of Losing Access to REDC Token Due to Loss of Private Key(s)

REDC tokens may be stored in a wallet or vault, which can only be accessed with a password selected by you. The wallet will hold a private key, or a combination of private keys, required to control and dispose of the REDC tokens stored in your digital wallet or vault. Any loss of requisite private key(s) associated with your digital wallet or vault storing REDC tokens, will result in loss of such REDC tokens. If you do not maintain an accurate record of your private key or password used to access your private key, this may lead to the loss of your REDC tokens. You must safely store your password in one or more backup locations that are well separated from the primary location. If you do not have such experience or expertise, then you should not participate or purchase REDC tokens.

Any third party that gains access to your private key may be able to gain access to your REDC tokens. You must take care not to respond to any inquiry regarding your purchase of REDC tokens, including but not limited to, email requests purportedly coming from RedCab LLC. Website or a similar-looking domain.

The loss, destruction, loss of access or data loss relating to a private key by RedCab LLC. used to access a REDC token, may be irreversible and could adversely affect the value of the Platform and overall REDC tokens. RedCab LLC. disclaims all responsibility for loss, destruction, loss of access or data loss relating to a private key or its related REDC token.

3. Risks Associated with the Ethereum Protocol

As REDC and the Platform are based on cryptocurrency protocols, any malfunction, unexpected functioning, forking, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on REDC or the Platform, including, but not limited to, impacting your ability to transfer or securely hold REDC. Such impact could adversely affect the value of REDC.

Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to REDC and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

4. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum ERC-20 protocol, REDC are susceptible to attacks by miners in the course of validating REDC token transactions on the Ethereum blockchain, 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 the Platform and REDC Tokens, including, but not limited to, accurate execution, recording of transactions involving REDC tokens and expected proper payment operations.

5. Risk of Hacking, Cyber Threats and Security Weaknesses

Hackers, individuals, other malicious groups or organizations may attempt to interfere with the Platform or REDC 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. As the Platform is based on open-source software, there is a risk that any party may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and REDC tokens.

Hackers, individuals, other groups or organizations may attempt to steal the ETH cryptocurrency from the Token Generation Event, thus potentially impacting the ability of RedCab LLC. to promote the Platform. To account for this risk, RedCab LLC. has and will continue to implement comprehensive security precautions to safeguard the ETH obtained from the sale of REDC tokens. Multi-factor security measures will be taken to protect the cryptocurrency and REDC, including, but not limited to, physical elements, multi- signature keys, splitting of funds, hot and cold wallet partitioning and diversification. Moreover, regular security audits of multi signature hot and cold wallets will be conducted by internal and external teams.

Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and the Platform, which could result in the theft or loss of REDC tokens. To the extent possible, RedCab LLC. intends to update the protocol underlying the Platform to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

6. Risks Associated with Markets for REDC

The REDC tokens are intended to be used solely within the Platform for exchange of peer-to-peer transportation, limouisne, delivery, and taxi services, and as RedCab is using the ERC20 protocol, RedCab LLC. cannot control the actions of Purchasers of REDC tokens. Even if secondary trading of REDC tokens are facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to REDC tokens



(e.g. as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. If you chose to use REDC tokens on exchanges it is at your own risk. Exchanges are independent of and not operated by RedCab LLC..

7. Risk of Exchanges

Cryptocurrency exchanges on which REDC tokens may trade may be relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established regulated exchanges. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in REDC token trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of REDC tokens. 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 Platform and result in greater volatility in the price of REDC tokens.

8. Risk of Uninsured and Transaction Losses

Unlike cash reserves held in bank accounts or accounts at some other financial institutions, REDC tokens are uninsured unless you specifically obtain private insurance to insure those held by you. In the event of loss or loss of utility value, there is no public insurer or private insurance arranged by RedCab LLC. to offer recourse to you.

REDC token transactions are irrevocable. If REDC tokens are stolen or incorrectly transferred, such transfer may be irreversible. As a result, any incorrectly executed REDC token transactions could adversely affect the value of REDC tokens. Cryptographic token transactions are not reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform. Once a transaction has been verified and recorded in a datablock that is added to the blockchain, an incorrect transfer of a REDC token or a theft of a REDC token generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of REDC tokens generally.

9. Risks Associated with Uncertain Regulations, Enforcement Actions and Geopolitical Events

The regulatory status of the cryptographic tokens, blockchain and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory



agencies may apply existing regulation with respect to such technology and its applications, including the Platform and REDC tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting blockchain and distributed ledger technology and its applications, including the Platform and REDC tokens.

Regulatory actions could negatively impact the Platform and REDC tokens in various ways, including, for purposes of illustration only, through a determination that REDC tokens are a regulated financial product or instrument that attracts registration or licensing requirements.

RedCab LLC. may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The Platform and RedCab could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of RedCab LLC. to continue to develop the Platform.

Political or economic crises may motivate large-scale sales of REDC tokens, which could result in a reduction in the price and adversely affect the value of REDC. Cryptographic tokens such as REDC tokens, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralised means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large- scale sales of REDC tokens would result in a reduction in the liquidity of such tokens.

10. Risks Arising from Taxation

The tax characterization of REDC tokens is uncertain in many jurisdictions. You must seek your own tax advice in connection with purchasing REDC tokens, which may result in adverse tax consequences to you, including but not limited to withholding taxes, income taxes and tax reporting requirements. You bear the sole responsibility for any taxation requirements, in purchasing, using and holding REDC tokens.

11. Risk of Alternative Platforms

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 to those intended to be delivered through the Platform. The Platform may be in competition with these alternative platforms, which could negatively impact the Platform and REDC tokens.

12. Risk of Insufficient Interest in the Platform



It is possible that the Platform will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the use of REDC tokens for peer-to-peer transportation services. Such a lack of interest could impact the development of the Platform for global release. RedCab LLC. cannot predict the success of its own marketing efforts or the efforts of other third parties.

It is possible that, due to any number of reasons, including without limitation, the failure of business relationships or marketing strategies, that Redcab's Platform and all subsequent marketing of the sale of REDC tokens from RedCab LLC., may fail to achieve success.

13. Risk of an Unfavorable Fluctuation of Ether and Other Currency Value

RedCab LLC. intends to use the proceeds from selling REDC tokens to fund the maintenance and development of the Platform. The proceeds of the REDC sale will be denominated in ETH, and can be converted into other cryptographic and fiat currencies. In addition, some sales of REDC may also be denominated in fiat currencies. If the value of ETH or other currencies fluctuate unfavourably during or after the Sale Period, RedCab LLC. may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

14. Risk of Dissolution of RedCab LLC.

It is possible, due to any number of reasons including, but not limited to, an unfavourable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the Platform's utility, the failure of commercial relationships, or intellectual property ownership challenges, that the Platform may no longer be viable to operate and RedCab LLC. may dissolve or be wound up or face an uncertain or changing regulatory regime.

15. Risks Arising from Lack of Governance Rights

As ownership of a REDC token confers no governance rights of any kind with respect to the Platform or RedCab LLC., all decisions involving the Platform or RedCab LLC. will be made by RedCab LLC. at its sole discretion, including, but not limited to, decisions to discontinue the Platform, to re-issue or create different tokens for use in the Platform, or to sell or liquidate RedCab LLC.. These decisions could adversely affect the Platform and any REDC tokens you hold.

16. Risks Involving Cloud Storage



As RedCab uses a decentralised cloud storage service to host the Platform and related Applications, the Platform is susceptible to a number of risks related to the storage of data in the cloud. Such data may include large amounts of sensitive and or proprietary information, which may be compromised in the event of a cyber-attack or other malicious activity. Similarly, the Platform may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. As users can use a variety of hardware and software that may interface with the Platform, there is the risk that the Platform may become unavailable or interrupted, based on a failure of interoperability or an inability to integrate these third-party systems and devices that RedCab LLC. does not control with the Platform. The risk that the Platform may face increasing interruptions and additional security vulnerabilities could adversely affect the Platform, and therefore the future utility of any REDC tokens that you hold.

17. Cryptographic Tokens May Experience Risk of Extreme Price Volatility

As noted above, REDC tokens are not intended to represent any formal or legally binding investment. Cryptographic tokens that possess value in public markets, such as ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You should be prepared to expect similar fluctuations, both down and up, in the price of REDC denominated in ETH, or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. As mentioned, exchanges are independent of and not operated by RedCab LLC., therefore use of exchanges is at your own risk and RedCab LLC. cannot and does not guarantee market liquidity for REDC tokens and therefore there may be periods of time in which REDC tokens are difficult to buy or sell. Additionally, due to different regulatory requirements in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of REDC tokens may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing REDC tokens, you expressly acknowledge and represent that you fully understand that REDC tokens may experience volatility in pricing and will not seek to hold any of RedCab LLC., its directors, officers, agents and advisors liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of REDC tokens. It is also possible that the value of ETH will drop significantly in the future, depriving RedCab LLC. of sufficient resources to continue to operate.

It is possible that a competing cryptographic token other than REDC tokens could have features that make it more desirable to a material portion of the cryptographic token user base, resulting in a reduction in demand for REDC tokens, which could have a negative impact on the use and price of



REDC tokens generally. It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of the Platform that is not immediately addressed by RedCab LLC., or a perceived advantage of a comparable product that includes features not incorporated into the Platform. If this product obtains significant market share, it could have a negative impact on the demand for, and price of REDC tokens.

The Platform is a new product, thus contributing to price volatility that could adversely affect the value of REDC tokens. There are many factors affecting the further development of the cryptographic token industry, as discussed throughout this section. These risks can include, but is not limited to, continued worldwide growth in the adoption and use of REDC tokens and other tokens; changes in consumer demographics, public tastes and preferences; general economic conditions; and the regulatory environment relating to the Platform, REDC tokens and other tokens.

18. Risk of Intellectual Property Rights Claims

Intellectual property rights claims may adversely affect the operation of the Platform. Third parties may assert intellectual property ownership claims relating to the holding and transfer of cryptographic tokens and their source code. Regardless of the merit of any intellectual property claim or other legal action, any threatened action that reduces confidence in the Platform's long-term viability or the ability of end-users to hold and transfer REDC tokens, may adversely affect the value of REDC. Additionally, a meritorious intellectual property claim could prevent you from accessing the Platform, holding or transferring your REDC tokens.

19. Unanticipated Risks

Cryptographic tokens such as the REDC tokens are a new and relatively untested technology. In addition to the risks noted above, there are other risks associated with your purchase, holding and use of REDC tokens, including those that RedCab LLC. cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks set out above.

TERMS AND CONDITIONS



EXHIBIT C: TOKEN GENERATION PAPER

RedCab LLC. TOKEN GENERATION EVENT: TOKEN GENERATION PAPER

This Token Generation Paper provides information in relation to RedCab LLC. proposed upcoming Token Generation Event (Token Sale).

DISCLAIMER

This paper is for information purposes only and is not a statement of future intent. RedCab LLC. makes no warranties or representations as to the successful launch of the Token Sale, or achievement of any other activities noted in this paper, and disclaims any warranties implied by law or otherwise, to the extent permitted by law. No person is entitled to rely on the contents of this paper or any inferences drawn from it, including in relation to any interactions with RedCab LLC., the Token Sale or the technologies mentioned in this paper. RedCab LLC. disclaims all liability for any loss or damage of whatsoever kind (whether foreseeable or not) which may arise from any person acting on any information and opinions relating to RedCab LLC., the RedCab LLC. Platform or the Token Sale contained in this paper or any information which is made available in connection with any further enquiries, notwithstanding any negligence, default or lack of care. Whilst every effort is made to ensure that statements of facts made in this paper are accurate, all estimates, projections, forecasts, prospects, expressions of opinion and other subjective judgments contained in this paper are based on assumptions considered to be reasonable as of the date of the document in which they are contained and must not be construed as a representation that the matters referred to therein will occur. Any plans, projections or forecasts mentioned in this paper may not be achieved due to multiple risk factors including without limitation defects in technology developments, leg or regulatory exposure, market volatility, sector volatility, corporate actions, or the unavailability of complete and accurate information.

All Token Sale information contained in this document is intended to be indicative only and is not a statement of RedCab LLC. intentions. Any such information may be varied by RedCab LLC. prior to the Token Sale. If so, any new documentation will supersede this document and be available at https://redcab.io. The terms and conditions of the Token Sale will also be set out in a comprehensive information memorandum prior to the time of the Token Sale to ensure the highest



levels of transparency, disclosure and compliance are maintained throughout RedCab LLC. Token Sale event.

- TOTAL ALLOCATION OF REDC TOKENS

100,000,000 REDC tokens have been created and the total number of tokens will be allocated as follows:

Distribution of Tokens:	9% Team and Founders 3% Advisors 1% Bounty 7% Private Sale 15% Presale 25% Reserved for Proof-Of-Driving & Proof-of-Marketing token generation.
	40% Crowd-sale

2.1 DISTRIBUTION POOL: TOKEN GENERATION EVENT AND GROWTH POOL

RedCab LLC. has allocated a total of 100,000,000 tokens in which a total of 62,000,000 tokens will be availabe to be sold. Proceeds of the Token Sale and further details are set out below.

PROCEEDS FROM THE TOKEN SALE

The REDC tokens sold during the Token Sale will be used to fund RedCab's work, to continue development and release the components of the RedCab LLC. Platform and Network.

Of the proceeds from the Token Sale, if the full amount is raised, the allocation of funds would be approximately:



Field	Portion of budget	Activities
Product Development	29%	Product development according to development roadmap
Management	13%	C-level executives salaries
Marketing, sales, advertisement, acquisition & partnerships	41%	Expenses for attracting the drivers and riders to the platform, making partnerships with payment providers, car owners, loyalty programs services providers and other partners.
Operations	11%	Administration, operations & non-tech staff salaries
Legal	6%	Company and subsidiaries establishment, contracts with partners, development of legal opinions about the entire stack of RedCab LLC. services and retailers' operations, etc.

RedCab LLC. aims to achieve all milestones on its Development Roadmap, regardless of the funding amount raised from the Token Sale. However, depending on the funding raised, the Development Roadmap will be adapted as required to develop the most attractive projects first, increase in the duration for reaching particular milestones and revert to using traditional means of fundraising to achieve the desired milestones.



TIMING OF SALE

RedCab LLC. will conduct the Event, which will begin and end as announced on https://redcab.io. It will remain open from 01 of June 2018 00:00 GMT till 15 of August 2018 23:59 GMT. RedCab LLC. reserves its right to shorten or extend the Token Sale duration for any reason, including for unforeseen security or procedural issues, or the unavailability of key websites or hosts.

REDC TOKEN SALE

Payment accepted for the Sale Event will be:

ETHEREUM - ETH

Payment will be received at https://redcab.io and at no other domains or portals.

RedCab LLC. may liquidate or hedge the cryptocurrencies received, once they are released from escrow for tax and price volatility reasons.

RELEASE OF REDC TOKENS

The REDC tokens acquired will be issued at any time after the receipt of funds from the buyer, but no later than 4 weeks after the Token Sale closes. The REDC tokens will be sent to the Ethereum address provided by the contributor at the time of the purchase. RedCab LLC. will not accept any responsibility for the incorrect delivery of REDC tokens due to invalid Ether addresses supplied, see the full Terms and Conditions released at the time of the sale.

- END OF TERMS AND CONDITIONS -

