

MICROMONEY INTERNATIONAL PTE. LTD. TERMS OF TOKEN SALE

Last Updated: October 12, 2017

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

- Purchase by any private person of ERC20-based AMM tokens (hereinafter referred to as "**Tokens**") based on ERC20 standard Ethereum blockchain during the Token sale period (hereinafter referred to as "**Sale Period**") from MICROMONEY INTERNATIONAL PTE. LTD. (hereinafter referred to as "**Company**") is exclusively subject to these Terms of Sale (hereinafter referred to as "**Terms**"). Each of you and Company is a "**Party**," and together the "**Parties**".

By purchasing Tokens from us during the Sale Period, you will be bound by these Terms and all other circumstances referenced by this document. Before agreeing to the Terms, you must read this document in full, paying special attention to the clauses FULLY typed in UPPERCASE. These Terms come into effect after you press "I accept" button. Thus, you show us that you are legally capable of concluding contracts (for example, you are not a minor). If you are concluding this Agreement on behalf of an organization, for example, a company you are working for, your legal authority in that organization must also be presented to the Company.

We provide only web-support, including email and forum consultations. We do not provide phone or other support. If you have any questions regarding these Terms, please contact us at a@micromoney.io.

You and Company agree as follows:

1. Functions of Tokens in the Network

The function of the Tokens is to provide and receive Big Data and Credit Histories, as well as related services (collectively, the "**Services**") through the open source, storage protocol created and released by Company and its corporate affiliates that allows users to transfer and distribute Big Data and Credit Histories Storage in a decentralized manner (the "**Network**"). Specifically, Tokens are intended to facilitate the provision of Services from Company through Company's software application ("**AMM**"), which serves as a user interface and development platform on the Network. Important additional details regarding the Network, Services, AMM, and Company are provided in **Exhibit A**.

We do not operate or maintain the Network, and as such, we have no responsibility or liability for the Network or any ability to control third parties' use of the Network.

Ownership of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the Network, in case the Company's software is successfully deployed in the Network. In particular, you understand and accept that Tokens 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 the Network and/or Company and its corporate affiliates, other than rights relating to the provision and receipt of Services in the Network, subject to limitations and conditions in these Terms and applicable Network Terms and Policies (as defined below). The Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from the Company during the Sale Period.

Any use of Tokens in connection with providing or receiving Services in the Network will be governed primarily by other applicable terms and policies, which currently include our big databases and Credit Histories Storage Terms of Service (available at micromoney.io/terms-of-service.html), our online and mobile Terms of Use (available at micromoney.io/terms-of-use.html), and our Privacy Policy (available at micromoney.io/privacy-policy.html) (collectively, the “**Network Terms and Policies**”). We may add new terms or policies to the Network Terms and Policies in our sole discretion and at anytime, and may update each of the Network Terms and Policies from time to time according to modification procedures set forth therein.

In case of any conflict with these Terms, the Network Terms and Policies shall be applied with respect to any issues relating to the use of Tokens in connection with providing or receiving Services in the Network.

3. Cancellation; Refusal of Purchase Requests

Your purchase of Tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.

4. Token Sale Procedures and Specifications

Important information about the procedures and material specifications of our Token sale is provided in **Exhibit B**, including, but not limited to, details regarding the timing and pricing of the Token sale, the amount of Tokens we will sell, and our anticipated use of the Token sale proceeds. By purchasing Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications.

5. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens for providing or receiving Services in the Network, as disclosed and explained in **Exhibit C**. If you have any questions regarding these risks, please contact us at a@micromoney.io. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL OF THESE RISKS.

6. Security

You are fully responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses.

7. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation. Concerning Tokens buyers, KYC, AML or other procedures necessary for Tokens purchase, may be requested to enforce the law in different jurisdictions.

8. Taxes

The purchase price that you pay for Tokens is exclusive of all applicable taxes or fees. You are fully responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes in different jurisdictions. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens. The Company confirms its commitment to ethical rules for compulsory payment of taxes and fees established in different jurisdictions.

9. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

- (a) You have read and understand these Terms (including all Exhibits);
- (b) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
- (c) You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;
- (d) You understand that the Tokens confer only the right to provide and receive Services in the Network and confer no other rights of any form with respect to the Network or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (e) You are purchasing Tokens to provide or receive Services in the Network and to support the development, testing, deployment and operation of the Network. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes, including those in third parties' interest;
- (f) You confirm that your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Network, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- (g) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- (h) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- (i) DENIAL OF TOKENS SALE TO USA RESIDENTS. YOU CONFIRM THAT YOU ARE NOT AN USA RESIDENT, DO NOT RESIDE ON THE TERRITORY OF THE USA, AND ARE NOT UNDER USA JURISDICTION. THE COMPANY DOES NOT SELL TOKENS TO USA RESIDENTS.
- (j) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services 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) 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. You agree that if your country of residence or other

circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (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 understand and acknowledge that title to, and risk of loss of, Tokens you receive from the Smart Contract System (as defined and explained in **Exhibit A**) passes from Company to you in Singapore.

10. Indemnification

- (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

11. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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

12. Limitation of Liability

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

(B) THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

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

13. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under Singapore Civil Code as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

14. Dispute Resolution; Arbitration

(d) **Process.** Any possible arbitration will occur in Singapore. Arbitration will be conducted confidentially by a single arbitrator. The state and federal courts located in Singapore will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(e) **Authority of Arbitrator.** As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) **Severability of Dispute Resolution and Arbitration Provisions.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

(g) **Governing Law and Venue**

15. These Terms will be governed by and construed and enforced in accordance with the English law, without regard to conflict of law rules or principles (whether of the Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of Singapore.

Severability

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

Miscellaneous

17. These Terms constitute the entire agreement between the Parties relating to your purchase of Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at micromoney.io/saleterms.pdf and update the "Last Updated" date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms to third parties. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

Exhibit A

Description of Company, Network and Tokens

Overview of Company and Affiliates

1. The Company is a business company incorporated in Republic of Singapore that aims to bring service of decentralized databases and Credit Histories Storage to different companies (Banks, Leasing, Insurance, MicroFinance, e-commerce, retail etc.) and unbanked customers by leveraging the Ethereum Blockchain Network. The Company provides data as a service (or DaaS), and helps to build tools and application program interfaces (or APIs) for users to be able to interface with its new decentralized database and Credit Histories Storage.

Overview of Management

2. The Company's core management team is as follows:

Sai Hnin Aung @ Sai, Co-founder, operations director. Serial Entrepreneur, experiences biz dev professional, investor, strategic leader and executive with 18+ years of experiences in microfinance & financial services, new loan products initiative, risk management, business start-up, financial analysis. 2 years in recent blockchain development enthusiast and online lending professional for Asia markets. Lead teams of up to 550 employees and managed portfolio of USD 50 million and was able to scale up the operational process by introducing new technologies, T24 MCB core banking system along with UT mobile & Net, and bio-metric authentication devices as a pioneer of Microfinance Industry in Myanmar. Master's Degrees from Asian Institute of Technology and the Earth Institute, Columbia University.

- Anton Dzyatkovskiy: Co-founder, IT & Scoring. successful entrepreneur, diplomatic negotiator, extreme seller and creative expert in marketing. Passionate and hardworking business leader with more than 13 years of experience in different positions within FinTech, Retail and E-Commerce. Working for the Infinto since 2016, I have been given great opportunities to participate in the international development of our company in Asia. My responsibilities is to open new markets from scratch :).
- Tetsuji Nagata: Co-founder of AMM, Founder of SONATRA Group, East Wing Capital. Starting financial career since 1988 at Sanyo Securities (Japan), Mr. Nagata was engaged in a variety of business activities where he earned a great deal of valuable experiences and excellent performance for 7 years. He was working as Head of Sales at Bloomberg L.P. (Tokyo) where he dedicated himself to sales activities with his customary ability and market analysis from 1995 to 2006. In 2006, he founded East Wing Asset Management LLP now reorganized as East Wing Consultancy Pte. Ltd., with current investments amounting to over 20 million USD. In 2010, Mr. Nagata founded East Wing ASA Capital Pte. Ltd as Managing Director. He also runs Sonatra Microfinance Institution PLC and Sonatra Construction Co., Ltd, a Cambodia based financial company, as CEO. In August 2013, together with other partners, he founded Nexasia Capital

Pte. Ltd. Mr. Nagata holds an MBA at Thunderbird, the Garvin School of International Management, USA.

- Oknha Sorn Sokna: Investor and Advisor. He has the highest social rank called "Oknha" among Cambodian citizens. He is one of the founders of SOKIMEX GROUP, a large conglomerate company that focuses on oil industry as well as the vice president of Cambodia Chambers of Commerce which is similar to Japan Business Federation (日本経団連). In 2010, he launched Sonatra Group, operating a variety of services such as banking, securities, investment, construction, auditing and accounting. He is also a main shareholder of Sokha Hotel Co., Ltd from SOKIMEX GROUP and has a number of experiences as a manager, ranging from site acquisition, planning, design, construction, management for Sokha Angkor Resort Hotel and Sokha Beach Resort Sihanoukville..

- **Overview of Tokens**

3. The Tokens are based on the Ethereum protocol and conform to the widely-used ERC20 standard. The utility of the Tokens may probably be enhanced over time to the extent that more Drive Farming and Bandwidth Farming resources are added to the Network, such that the amount of storage that can be obtained for each Token will grow. Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens.

AMM token has a lot of features within the MicroMoney's financing platform:

1. Premium access

AMM ownership will give access to advanced platform's features, such as instant loan application approval on demand.

2. Global Credit Scoring

The more AMM you have, the better is your credit rating in Micromoney ecosystem. A person or a SME customer after each payback of loan will be awarded with AMM token. All members of Micromoney ecosystem can accumulate AMM tokens to improve their credit score and it will work in part of the world.

3. Encouragement and rewards

Firstly, borrowers in Micromoney are rewarded with a AMM bonus for paying back their loans in time while delays cause the AMM number reducing depending on the overdue time. Secondly, if a borrower has persons vouching for him or her and all the payments made in time, the co-signers will receive the AMM token reward as well.

4. A collateral

AMM can be used as a collateral to secure a loan application allowing customers to achieve the lower rates and the other possible privileges and discounts.

5. Getting free access to Customers data

Customers of our database Bureau - Banks, Financial and Insurance companies, e-commerce, retail, telecom - should have minimum balance of AMM tokens to get limited free access to depersonalized customers' data.

6. Getting payable access to Customers big data & credit histories

Banks, Financial and Insurance companies, e-commerce, retail, telecom - should use tokens to pay for accessing personalized information in Big Data & Credit Histories Bureau.

7. Getting payable access to Decentralized A.I. Neural Network Scoring system

Banks, Financial and Insurance companies, e-commerce, retail, telecom - should use tokens to pay for accessing Decentralized A.I. Neural Network Scoring system

[1]8. Award for Micromoney customers who agreed to share their Private Information.

The depersonalized data is completely open. Personalized data is paid. Businesses can pay for data by using AMM token. If there is a request for paid data, thanks to a smart contracts, 50% of the net

profit from the request goes to developing Micromoney ecosystem, 50% of the net profit goes to our borrower/customer who agreed to share his/her Private Information. Only WIN-WIN! We respect all our customers and they private information.

9. The right to any contribution to the system to support Sustainable Development Goals by United Nations:

No Poverty, Zero Hunger, Quality Education, Gender Equality, Decent Work and Economic Growth, Reducing Inequalities.

Exhibit B

Token Sale Procedures and Specifications

Token Price

1. The price per Token will be \$1.00 (one usd) in either Bitcoin or Ether, the two assets that Company will accept as payment for Tokens, according to applicable U.S. dollar/Bitcoin and U.S. dollar/Ether exchange rates published on cryptocompare.com as of the time your unique deposit address receives Bitcoin or Ether from you as payment for Tokens, according to the procedures set forth in Section 3 of this **Exhibit B**. Company reserves the right to lower the price per Token, at its sole discretion, during the Sale Period.

Commencement, Duration and Completion of Token Sale

2. The Company will conduct a token sale (the "**Sale Period**"), which will begin at 11:00 EDT (3:00 PM UTC) on October 14th, 2017 (the "**Launch Date**") and end on 11:00 EDT (3:00 PM UTC) November 16th, 2017 or when \$30,000,000 has been received, whichever is earlier.

If less than \$1,000,000 in proceeds has been received by the termination of the Sale Period (the "**Minimum Threshold**"), the Smart Contract System will not deliver Tokens and will instead return all Bitcoin and Ether received from purchasers to the return addresses provided by purchasers (as discussed further below). In that circumstance, Company will have no further obligations to purchasers, under these Terms or any other agreement, after such purchasers' Bitcoin or Ether is sent to the return address provided.

Procedures for Buying and Receiving Tokens

3. To purchase Tokens during the Sale Period, you must have certain token wallets established and operational. Specifically, you must have: (i) either an Ethereum wallet if you wish to purchase Tokens using Ether or a Bitcoin wallet if you wish to purchase Tokens using Bitcoin, and (ii) an Ethereum wallet that supports the ERC20 token standard in order to receive Tokens that you purchase from the Company. Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

At the Launch Date, Company will make available a web application to facilitate your purchase and receipt of Tokens. If you wish to purchase Tokens, you must first provide either your Bitcoin address (if you wish to purchase Tokens using Bitcoin) or your Ethereum address (if you wish to purchase Tokens using Ether) to the web application as a return address. Company is collecting return addresses so that it may return purchasers' Bitcoin or Ether in case the Minimum Threshold is not reached (as described in Section 2 of this **Exhibit B**) or in the event that unforeseen circumstances otherwise cause Company to decide to not proceed with the sale of Tokens. Second, you will need to provide an Ethereum ERC20 compatible wallet address for the delivery of Tokens you purchase via the Smart Contract System. Company may also request certain optional information, such as an email address, through the web interface.

The web application will then send you a unique deposit address for Bitcoin (if you provided a Bitcoin address) or Ether (if you provided an Ethereum address). Once the unique deposit address has received Bitcoin or Ether from you, Company will authorize the Smart Contract System to deliver Tokens to the Ethereum ERC20 wallet address that you provided to Company for delivery of the Tokens. The Smart Contract System is deployed by Company from the Singapore, and is programmed so that all transactions it executes will be executed in the Singapore. As such, title to, and risk of loss of, Tokens delivered by the Smart Contract System passes from Company to purchasers in the Singapore.

The Company anticipates that delivery of Tokens from the Smart Contract System to purchasers will occur within one week after the Sale Period concludes, but reserves the right to delay delivery up to four weeks after the conclusion of the Sale Period. Although the Company does not anticipate any security issues arising from the sale of Tokens, this four week timeframe is intended as a precautionary buffer period for Company to resolve any such security issues.

Tokens to be Sold

4. The Company anticipates selling approximately 45 million Tokens during the Sale Period. The Tokens to be sold during the Sale Period will be from a pool of Company-owned Tokens transferred from the Company Custodial Wallet to the Smart Contract System. All Tokens will be of equal value and functionality. During the Sale Period, Company will burn at least one Token in the Company Custodial Wallet for each Token it sells.

Tokens Retained by Company

5. Tokens not sold or burned during the Sale Period will be retained by the Company (the “**Retained Tokens**”). At least 80% of Retained Tokens retained will be placed into time-locked smart contracts and remain in a locked state for at least six (6) months. Although it has no plans to do so at this time, the Company reserves the right to burn Retained Tokens at any point during or after the Sale Period.

Over time, the Company currently anticipates using the Retained Tokens to compensate employees (including salaries and non-salary compensation), to fund future development of AMM and the Network, provide grants to (or purchase equity stakes in) third-parties working on projects in the AMM ecosystem, donate Tokens to non-profit entities, and support general development of the AMM ecosystem. These anticipated purposes are listed for illustration only, and Company reserves the right to use Reserved Tokens for these purposes (or others) at its sole discretion.

Tokens or Sale Proceeds Retained by Founders and Existing Investors

6. Except to the extent paid as compensation for work performed for the Company, neither the founders nor the existing investors of the Company will receive Retained Tokens from Company or any amount of the Ether or Bitcoin that is used to purchase Tokens from Company during the Sale Period.

Pre-Sales of Tokens

7. The Company may commit to sell a certain portion of Tokens before the Launch Date (“**Token Pre-Sales**”). Under such Token Pre-Sale arrangements, by agreeing to pay Company for Tokens before the Launch Date, a Token Pre-Sale purchaser may purchase Tokens at a discounted rate. Token Pre-Sale purchasers must acknowledge and agree to be bound by these Terms, and receive Tokens pursuant to the procedures for receiving Tokens set forth in Section 3 of this Exhibit B. The discounts and time-lock periods under Token Pre-Sale arrangements generally depend on the amount of Tokens that the Pre-Sale purchaser agrees to purchase.

Use of Proceeds from Token Sale

8. The Bitcoin and Ether proceeds from Company’s sale of Tokens will be used to compensate technical and non-technical staff, cover marketing costs and operating expenses, and develop technical infrastructure.

Currently, we envision that our development of technical infrastructure will focus on two primary areas. The first area of development involves strengthening and enhancement of our existing Network, Services and related infrastructure, as described in Section 2 of **Exhibit A**.

The second area of development involves our anticipated initiatives for creating new tools, capabilities and functions for the Services and Network on an international basis.

At a more detailed level, the following is an overview of how the Company currently anticipates using the Bitcoin and Ether proceeds from the sale of Tokens:

Technical development and staff (estimated 45% of proceeds). The Company aims to grow from 10 full-time engineers to 45 full-time engineers during the next two years. Qualified engineers are expensive and attract an average salary of \$130,000 and up. Company anticipates that it will need to attract and assign engineers with a variety of skillsets, in order to fully staff its different development teams. These include dedicated teams working on tools, upgrades to the distributed systems, infrastructure and network stability, smart contracts and other novel technologies (e.g., specific state channels), and general research.

a) *Non-technical staff (estimated 30% of proceeds).* The Company aims to grow from 41 people to 135 non-technical staff over the course of two years. This will entail a dedicated sales team that will manage the sales process for small/medium enterprises and undertake project management to coordinate with engineering teams. Company will also build out a dedicated marketing team, which will drive awareness and adoption of the Network, plan and execute marketing initiatives (as discussed further below), and develop documentation and tutorials with the goal of encouraging adoption. Furthermore, Company will have a dedicated support and customer success team that is community-led and will also contribute to the development of documentation and tutorials relating to the AMM Network. Finally, a back office team will be built, with a generalist staff that handles human resources, bookkeeping and logistics, and with an office manager for each physical location.

b) *Marketing expenses (estimated 10% of proceeds).* Through its marketing staff, as discussed above, Company will undertake a variety of marketing-related projects and initiatives, including in-person events, press outreach, advertisements, and promotional content, analytics and customer management tools.

c) *Infrastructure expenses (estimated 8% of proceeds).* Company's anticipated infrastructure expenses will focus on establishing and maintaining geographically-redundant bridge servers, co-locating critical infrastructure, and acquiring and maintaining physical hardware (as necessary).

d) *Other operating expenses (estimated 7% of proceeds).* Company's other operating expenses are currently anticipated to include (i) rent for its physical premises in the Singapore, Myanmar, Thailand, Cambodia, Sri-Lanka, Indonesia, and potentially other international locations, (ii) outside legal and advisory expenses, including a reserve for potential future professional services, and (iii) office furniture and computers.

e) The envisioned expenditures and areas of development described above are provided for illustrative purposes only, and Company reserves the right to allocate its resources, including proceeds from the sale of Tokens toward such areas of development at its sole discretion.

Exhibit C

Certain Risks Relating to Purchase, Sale and Use of Tokens

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN, ETHEREUM, BITCOIN, AMM ARE NEW AND UNVERIFIED TECHNOLOGIES THAT ARE BEYOND CONTROL OF MICROMONEY, AND COLLATERAL CHANGES IN MARKET FORCES AND TECHNOLOGIES IN LOOSE INTERPRETATION WILL SERVE AS AS JUSTIFICATION OF MICROMONEY'S EXECUTION OF THESE TERMS.

IN PARTICULAR, AND IN ADDITION TO TERMS OF THIS DOCUMENT, YOU BEAR FULL RESPONSIBILITY FOR ANY RISKS DESIGNATED IN THE PROPOSED DOCUMENTATION.

THE COMPANY, OUR AFFILIATED ENTITIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, ACCIDENTAL, SPECIAL, LOGICALLY CONSEQUENTIAL OR EXEMPLARY DAMAGE (INCLUDING DAMAGE IN PROFIT LOSS, REPUTATION LOSS, LOSING USAGE CAPABILITY OR DATA), EVEN IF WE WERE WARNED ABOUT POSSIBILITY OF SUCH LOSSES. NEXT, NEITHER US NOR OUR AFFILITATED ENTITIES NEITHER OR WILL NOT BE LIABLE FOR PAYMENT OF COMPENSATIONS, REIMBURSEMENT OF FUNDS OR LOSSES RELATED WITH: (A) YOUR INABILITY TO USE AMM RESULTING FROM, WITHOUT LIMITATION, TERMINATION OR SUSPENSION OF THE COMPANY'S ACTIVITY OR THESE TERMS, INCLUDING

STOPPING POWER SUPPLY, SERVICE, DEFECTS AND MALFUNCTIONS OF THE SYSTEM OR OTHER VIOLATIONS; (B) EXPENSES FOR PURCHASE OF SUBSTITUTE GOODS OR SERVICES; (C) ANY EXPENSES OR LIABILITIES APPLIED TO YOU BY THESE TERMS, USAGE OR ACCESS TO AMM; OR (D) ANY UNAUTHORIZED ACCESS, CHANGE OR REMOVAL, DESTRUCTION, DAMAGE, LOSS OR INABILITY TO USE ANY DATA, INCLUDING RECORDS, PERSONAL KEY OR OTHER REGISTRATION DATA RELATED TO ANY AMM, NOT DEPENDING ON THEIR ACQUISITION ACCORDING TO THESE TERMS, AS PART OF FINAL DISTRIBUTION.

IN ANY CASE, THE COMPREHENSIVE LIABILITY APPLIED TO US, OUR AFFILIATED ENTITIES, ACCORDING TO THESE TERMS, IS LIMITED BY COST THAT YOU HAVE PAID TO US IN EXCHANGE FOR PROPOSAL WITHIN THESE TERMS.

YOU WAIVE RIGHTS TO GET BACK ANY AMOUNTS WHICH YOU HAVE PAID TO US IN EXCHANGE FOR TOKENS, IN ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATIONS, REQUIREMENT OF ACTUAL EXECUTION.

Important Note: *As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit C, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.*

By purchasing, holding and using Tokens, you expressly acknowledge and assume the following risks:

Risk of Losing Access to Tokens Due to Loss of Private Key(s)

1. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

Risks Associated with the Ethereum Protocol

2. Because Tokens and the Network are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Network or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

Risk of Mining Attacks

3. As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Network and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

Risk of Hacking and Security Weaknesses

4. Hackers or other malicious groups or organizations may attempt to interfere with the Network 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 Network 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 Network, which could negatively affect the Network and the Tokens.

Risks Associated with Markets for Tokens

5. The Tokens are intended to be used solely within the Network, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you hold. 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. 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.

Risk of Uninsured Losses

6. Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

Risks Associated with Uncertain Regulations and Enforcement Actions

7. The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Network and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Network and the Tokens. Regulatory actions could negatively impact the Network and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. Company 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.

Risks Arising from Taxation

8. The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

Risk of Alternative Networks

9. It is possible that alternative networks could be established that utilize the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services. The Network may compete with these alternative networks, which could negatively impact the Network and Tokens.

Risk of Insufficient Interest in the Network or Distributed Applications

10. It is possible that the Network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Network) more generally. Such a lack of use or interest could negatively impact the development of the Network and therefore the potential utility of Tokens.

Risks Associated with the Development and Maintenance of the Network

11. The Network is still under development and may undergo significant changes over time. Although we intend for the Tokens and Network to follow the specifications set forth in **Exhibit A**, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Network for any number of legitimate reasons. This could create the risk that the Tokens or Network, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Network, it

is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Tokens.

Risk of an Unfavorable Fluctuation of Ether and Other Currency Value

12. The Company team intends to use the proceeds from selling Tokens to fund the maintenance and development of the Network, as described further in **Exhibit B**. The proceeds of the Token sale will be denominated in Ether or Bitcoin, and converted into other cryptographic and fiat currencies. In addition, some pre-sales of the Tokens may also be denominated in fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or maintain the Network in the manner that it intended.

Risk of Dissolution of the Company or Network

13. It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Network may no longer be viable to operate and the Company may dissolve.

Risks Arising from Lack of Governance Rights

14. Because Tokens confer no governance rights of any kind with respect to the Network or Company or its corporate affiliates, all decisions involving the Network or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Network, to create and sell more Tokens for use in the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the Tokens you hold.

Risks Involving Big Data and Credit Histories Storage

15. As the Company provides a decentralized **Big Data and Credit Histories** storage service to individual and institutional clients, including users and applications, the Services are susceptible to a number of risks related to the storage of data. While the Company does not have access to the contents of the data stored through the Services, the Services may involve the storage of 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 Services may be interrupted and Data may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Network, there is the risk that the Services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Company does not control with the Company's Services. The risk that the Services may face increasing interruptions and the Network may face additional security vulnerabilities could adversely affect the Network and therefore the future utility of any Tokens that you hold.

16. Risk of unfavorable regulation measures within one or more legal systems.

Cryptotokens are subject to thorough researches of many regulatory bodies and will be controlled by legal and regulatory bodies of several legal systems of the world. Tokens functionality may be subject to one or several regulatory investigations or measures, including but not limited to ban of use or possession of electronic tokens such as Tokens, which may prevent development of MicroMoney to limit it. The Company may receive notifications, requests, warnings, requirements or court orders from one or more bodies with notification about it, as well as orders of suspension or termination of activity related to Tokens Sales fully and without prior notification.

In addition, many aspects of MicroMoney include unverified areas of legislation and regulation and may become subject to new legislation and regulation, therefore it appears impossible to predict outcomes of legal regulation of those aspects within any given jurisdiction. Any planning, development, marketing, promotion, implementation and other actions of the Company as part of Tokens Sales as a result may be subject to serious influence, impeded, postponed or cancelled. Due to the fact that regulation policy may be changed with or without prior notification about changes, all existing permissions and admissions of the MicroMoney Company and Tokens Sales may be withdrawn without

notice within any jurisdiction. In some legal system Tokens from time to time may be considered as virtual products, digital assets or even money, and thus may be prohibited to sell, buy, exchange, distribute or possess according to local regulations. In its turn, MicroMoney also may be considered as regulated or banned product.

There is no guarantee that the Company is able to support a special legal or regulation status within any jurisdiction at any moment.

Unanticipated Risks

17. Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this **Exhibit C**, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit C**.