

US Gold Currency LLC (“US GOLD”)

User Agreement

By using the US Gold Currency LLC (“USGC”) website – <https://www.USGold.io> (“Website”), and other services provided by USGC, and purchasing, receiving or otherwise using the USGC gold backed cryptocurrency token(s) (the “USG”) from USGC, you agree to comply with the following terms and conditions, including, without limitation, any terms available by hyperlink set forth herein (collectively, the “User Agreement”). These terms apply to all use of the Website as well as the purchase, receipt, use, transmittal and redemption of the USG whether made through the Website, directly from USGC or upon one or more exchanges, or otherwise.

This User Agreement governs your purchase, maintenance, transmittal and redemption transactions, including placement of cryptocurrency orders on the website (if offered through the USGC website), through an exchange, directly from USGC (if offered directly from USGC) or otherwise, and any cryptocurrency redemption from USGC as applicable.

1. BUYING FROM US GOLD

All sales are subject to the terms of the USG Token Purchase Agreement set forth on Exhibit A. User agrees to the terms of the Purchase Agreement in connection with the purchase of the USG tokens.

A. MINIMUM SALES ORDERS

There is a minimum Sales Order for the USG token, regardless of the payment method, (BTC / ETH / USD) which is one (1) USG token for a minimum purchase price set forth on the Website as determined by the United States Mint at: <https://catalog.usmint.gov>

B. ANTI-MONEY LAUNDERING

All purchases and redemptions of the USG are subject to the USGC AML policies and procedures and the completion of the information set forth on Schedule I, and clearance of certain anti-money laundering requirements prior to purchase and redemption. USGC retains the right to refuse the sale or redemption of USG to any person not providing such information or otherwise failing to comply with USGC AML policies and procedures, which can be found at <https://www.usgold.io/user-agreement>. By agreeing to Terms of use and consummating a transaction with USGC, each person represents and warrants to USGC that (i) the purchaser is in compliance with the USA Patriot Act, (ii) none of the funds being used to consummate the transaction were derived from or related or connected to money-laundering, terrorism or any other illegal or illicit activity and (iii) the transaction is not a scheme, or part of a scheme, involving or in support of terrorism, money-laundering or any other illegal or illicit activity. USGC, at all times, reserves the right to require the purchasers or holders to provide additional supporting information and documentation in support of the preceding representations and warranties or to ensure compliance with FinCEN regulations.

C. SALES ORDER PRICE CONFIRMATIONS

When buying USG through the Website, directly from USGC or through an authorized exchange, the price at which your USG token Sales Order is submitted is the locked-in price set forth on the Website or exchange. There are no added charges or commissions, and no additional shipping as your USG token(s) will be sent electronically to your approved digital wallet address.

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D. CANCELLATIONS OF SALES ORDERS WITH USGC

You have no right to cancel your USG token Sales Order(s) (Sales Order(s)) after the purchase order is placed. However, if you default in your performance of payment of the purchase price, shipping and handling fees or any other act required, we may cancel your Sales Order(s). We reserve the right to cancel any Sales Order at any time and for any reason.

Any USG token subject to a Sales Order cancellation shall vest in and remain the property of USGC. At any time USGC may elect to charge a \$250.00 cancellation fee and upon receipt of such cancellation payment, we will waive further action against you and your responsibility for any breach by you and all resulting damages owed to USGC.

E. SALES ORDER CHANGES

Because a USG token Sales Order may not be changed, we suggest you take the time up front to make sure what you want is exactly what you request from us as reflected in your Sales Order.

F. SALES ORDER PAYMENT REQUIREMENTS

When you buy from us, you must ensure that your payment is received by USGC. If you default and payment is not timely received by USGC, USGC reserves the right in its sole discretion to (a) accept your payment; (b) refuse your payment and cancel your USG token Sales Order; (c) close your account; and/or (d) preclude you from placing any future USG token Sales Orders from USGC.

It is always best to send us your payment immediately to complete your transaction with USGC and avoid any possible default so you can realize the locked-in price as of your confirmation time. When making payment by Bank Wire Transfer, we recommend making payment the same day your USG token Sales Order is placed.

G. SENDING YOUR PAYMENT

Payment instructions will be issued online on the final page of the online sales order process and again by email after you place your USG token Sales Order. Payment must be received within 24 hours of your Sales Order date. If you default and you do not meet these requirements, USGC reserves the right to cancel your USG token Sales Order. We reserve the right to refuse or cancel any USG token Sales Order at any time, including if it is deemed questionable or of significant risk to USGC regardless of payment method and price confirmation and in such case, you waive any right to any claim or actual damages of any kind or nature whatsoever.

H. PAYMENT OPTIONS

Depending upon the Sales Order amount, you may pay by some or all of the following payment methods: Bitcoin, Ethereum, cash and bank wire transfer in USD. In some special circumstances, you may be allowed to pay via credit card or using your PayPal account, in the event you are permitted to use PayPal your USG token Sales Order must be paid using a VISA Debit card only and the transaction may require additional information including and not limited to CVV code, Zip code associated with the address for the VISA Debit card bank account and the PIN associated with the VISA Debit card bank account.

USG token Sales Orders using a VISA Debit card for any amount(s) are reviewed on an order by order basis. In the sole discretion of USGC, your USG token Sale Order – Debit

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card transaction, may be subject to additional documentation or screening and are subject to our pre-approval. USGC has the right to refuse any Debit Card payment at its sole discretion.

I. WIRING FUNDS- PAYMENT IN CRYPTOCURRENCY

Once you have placed a Sales Order for USG and we have issued a confirmation number, we will provide you wire instructions, including our bank name, ABA routing number and account number. If you are purchasing via Bitcoin, Ethereum or other cryptocurrency, then transfer must be made to USGC in accordance with the instructions provided on the Website or the applicable exchange.

J. GOOD FUNDS POLICY

Receipt of good funds is the day we receive your payment. Additional delays may occur if your bank does not cooperate in assisting us with the information needed to verify your transaction.

K. CREDIT CARDS

We may accept, but are not obligated to accept, credit card payments for Sales Order(s).

L. ACH OR ONLINE PAYMENTS FOR SALES ORDERS

We do not accept ACH transactions for Sales Orders of USG.

2. US GOLD COINS

- A. Each USG represents ownership of one 1 ounce Gold American Eagle coin (AE Coin), which coin will be owned by a trust/trustee and held in trust solely for the benefit of the holder of the corresponding USG, as evidenced by the corresponding hash and recorded on the Ethereum blockchain. The AE Coin will be stored at the discretion of USGC in a secure facility maintained by USGC or at an affiliated relationships site contracted with USGC. The AE Coins will be owned by the trustee/trust pursuant to a trust agreement attached hereto as Exhibit B, which any purchaser or holder of the USG hereby acknowledges and agrees to be bound to the terms thereof .
- B. Any loss of the hash or the private key in which the USG is stored will result in a loss of the USG token and an escheat of the AE Coin.

3. REDEMPTION

A. REDEMPTION OF USG FOR GOLD COINS

Holders of a USG token may redeem their USG token at any time for the actual AE Coin being held by the trustee for their benefit. In order to redeem the AE Coin holders may redeem their USGC through the Website by transferring the USG token to USGC at <https://usgold.io/redeem> or by contacting USGC by email at redemptions@usgold.io. Upon transfer of the USG token to USGC, that token will be terminated and an AE Coin will be delivered to the holder. The holder redeeming the USG token shall be responsible for

shipping, handling and insurance upon any redemption of a USG token for the physical 1oz Gold American Eagle coin(s).

B. SHIPPING GOLD AMERICAN EAGLE COINS

Upon exchange of a USG for a 1oz Gold American Eagle Coin (AE Coin), such Gold American Eagle Coin(s) shall be shipped by USGC via UPS Parcel Pro, or another common carrier. Each package shall be fully insured. Packages sent registered and insured delivery can take on average 5-10 Business Days to receive.

C. ESTIMATED U.S. SHIPPING, HANDLING AND INSURANCE CHARGES

1. One (1) 1oz Gold American Eagle Coin (AE Coin)
2. \$30 (USD) (ETH) inside the USA
3. Insured Shipping through UPS Parcel Pro – Adult Signature is required.

USGC insures all of its coin shipments for the value of the enclosed 1oz Gold American Eagle coin(s) redeemed from USGC, subject to the following limitations: USGC must be notified of a lost package within thirty (30) days from the ship date of your redemption order. Should anything happen while a package is in transit to, the holder may be permitted to claim coverage under our insurance policy provided that you directly receive the package from UPS Parcel Pro or another common carrier. Neither USGC, nor the applicable insurance company, accepts (and USGC does specifically disclaim) responsibility if a redeeming holder has provided incorrect instructions, including an incorrect address, or instructions with any carrier or delivery service to leave parcels without signature requirements. Furthermore, USGC does not accept (and we specifically disclaim) responsibility for loss of the AE Coin if the redeeming holders have provided instructions to leave the package with a third party, such as a building manager, neighbor, or a drop-off location such as Mail Boxes Etc., The UPS Store, or similar third party drop off locations. In any such case, packages will not be covered for insurance by USGC or our insurance carrier. If you do not receive the package directly from the common carrier, you agree to take all reasonable actions to assist in recovery of the package, including but not limited to filling-out reports (and/or police reports) and providing all information needed or that may be requested to assist in recovery of the package. If you do not fully cooperate in recovery efforts, neither USGC, nor our insurance company or carrier, will have any liability to you.

In the event of a lost package, USGC will file a claim. Once the claim is filed, we reserve the right to re-ship your items or send the equivalent value in USD at our discretion, in which case USGC shall have no further responsibility or liability to you. If there is any disruption in the delivery of a package to you, you agree to cooperate with us in any investigation or claim process and to take every reasonable action requested of you in the process. Failure to fully cooperate will jeopardize coverage that may be provided to you.

D. INTERNATIONAL DUTIES AND TAXES

International purchasers shall be responsible for any applicable taxes or duties associated with the purchase of the USG or the receipt of an AE Coin. Please consult your local customs broker for more information on duty and tax rates.

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All shipping amounts listed below are estimates. Please contact USGC us for the most current shipping charges.

Your coins are shipped by us, in our discretion, by UPS Parcel Pro, or another common carrier. Each package is fully insured. Packages sent registered and insured delivery can take on average 5-10 Business Days to receive.

E. ESTIMATED INTERNATIONAL SHIPPING, HANDLING AND INSURANCE CHARGES

1. One (1) 1oz Gold American Eagle Coin
2. \$60 (USD) (ETH) outside the USA – plus any Duty charges with Customs
3. Insured Shipping through UPS Parcel Pro – Adult Signature is required.

USGC always declares the full value of the shipment on any customs form. There are no exceptions to this rule.

F. INTERNATIONAL DELIVERY REQUIREMENTS

If your AE Coin(s) is returned to USGC due to your refusal to pay duties or taxes, or if the carrier (for example, UPS or Federal Express) was unable to deliver your AE Coins, you agree you are responsible for any return shipping fees, additional duties, or applicable taxes for returning the package back to USGC. In addition, if your package is returned to USGC, we will not reship your AE Coin unless and until we are paid in full for any return shipping costs, duties, taxes we have had to pay or advance for you as well as any subsequent re-ship fees back to you.

International returns on AE Coin are very costly and we strongly suggest making yourself aware of any duties or taxes before packages are shipped to avoid surprises. In addition, we strongly suggest making yourself available to the delivery company so your package is not returned to USGC, subjecting you to unnecessary taxes, duties, shipping costs or delays. Delays for Sales Order re-ships could take 6-8 weeks or longer to complete when packages are not received as they should be. If you have any questions about your international shipment, please send an inquiry to support@usgold.io

G. RETURN POLICY

Once received, the AE Coins are non-returnable.

Shipping and handling charges are non-refundable. For approved exchanges, you must follow all instructions provided on the Website, including carefully packaging the Product. You are responsible for the cost of return shipping, insurance and the risk of loss during the return shipment as part of the exchange. USGC reserves the right, at its sole discretion, to reject any exchange that does not comply with these requirements. If an exchange is requested, we reserve the right to accept or refuse the exchange request in our sole discretion, any market gain on returns shall vest in and remain the property of USGC.

4. RISKS

A. BASIS FOR PURCHASE.

Purchasing USG tokens is at purchaser's sole risk and that the USG tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company. purchaser must rely on its own examination and investigation thereof.

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B. NO OTHER RIGHTS, FUNCTIONALITY OR FEATURES.

USG tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except as set forth on the Website.

C. PURCHASE PRICE RISK.

There are no guarantees as to the price of USG tokens purchased by purchaser and no guarantees that the price per USG token determined for each period by the market will be equal to or higher than the price paid by purchaser. There is the possibility that the price per USG token will fall below the price paid by initial purchasers of USG tokens during the Distribution Period. Company reserves the right to change the duration of the Distribution Period for any reason, including, without limitation, bugs in the distribution contract or the unavailability of the Website or other unforeseen procedural or security issues.

D. BLOCKCHAIN DELAY RISK. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, USG token transfers in a given open ledger may not be included in the next last-closed ledger and may be included in the candidate set for the beginning of the consensus process on the next open ledger. As a result, the last-closed ledger may not include purchaser's transaction at the time purchaser expects and purchaser may not receive USG tokens on the same day purchaser purchases the USG tokens. Buyer acknowledges and understands that the Ethereum blockchain may not include the purchaser's transaction at the time purchaser expects and purchaser may not receive USG tokens the same day purchaser sends ETH.

E. ETHEREUM BLOCKCHAIN.

The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. purchaser acknowledges and understands that Ethereum block producers may not include purchaser's transaction when purchaser wants or purchaser's transaction may not be included at all.

F. THIRD PARTY ATTACKS.

Transactions within the USGC platform may be delayed or lost due to operational error or malicious attacks by third parties. purchaser acknowledges and understands that the last-closed ledger may not include purchaser's transaction when purchaser wants or expects and that purchaser's transaction may be excluded or discarded entirely.

G. OPERATIONAL ERROR.

Buyer may never receive USG tokens and may lose the entire amount purchaser paid to Company for such USG tokens as a result of interruptions and operational errors in the process of purchasing or receiving the USG tokens.

H. ABILITY TO TRANSACT OR RESELL.

Buyer may be unable to sell or otherwise transact in USG tokens at any time, or for the price purchaser paid. By purchasing USG tokens, purchaser acknowledges, understands and agrees that USGC is not and shall not be responsible for or liable for the market value of USG tokens, the transferability and/or liquidity of USG tokens and/or the availability of any market for USG tokens through third parties or otherwise.

I. TOKEN SECURITY.

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USG tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the USG distribution contract or the USG 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 Ethereum platform rests on open source software and USG tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the USG tokens or result in the loss of purchaser's USG tokens, the loss of purchaser's ability to access or control purchaser's USG tokens or the loss of ETH in purchaser's account. In the event of such a software bug or weakness, there may be no remedy and holders of USG tokens are not guaranteed any remedy, refund or compensation.

J. ACCESS TO PRIVATE KEYS.

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

K. TAX CONSEQUENCES.

The purchase and receipt of USG tokens may have tax consequences for purchaser or holder. Buyer/holder is solely responsible for compliance with such person's tax obligations.

L. FAILURE TO MAP A PUBLIC KEY TO HOLDER'S ACCOUNT.

Failure of holder to map a public key to the holder's account may result in third parties being unable to recognize holder's USG token balance on the Ethereum blockchain.

M. EXCHANGE & COUNTERPARTY RISKS.

If a purchaser sends ETH to USGC and the USG distribution contract from an exchange or an account that purchaser does not control, USG tokens will be allocated to the account that has sent ETH; therefore, purchaser may never receive or be able to recover purchaser's USG tokens. Furthermore, if a purchaser or holder chooses to maintain or hold USG tokens through a cryptocurrency exchange or other third party, a purchaser's or holder's USG tokens may be stolen or lost. In addition, third parties may not recognize purchaser's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the USGC Platform. By using the USG distribution contract and/or by purchasing USG tokens, purchaser acknowledges and agrees that purchaser sends ETH to the USG distribution contract through an exchange account and/or holds USG tokens on a cryptocurrency exchange or with another third party at purchaser's own and sole risk.

N. UNCERTAIN REGULATORY FRAMEWORK.

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact USG tokens in various ways, including, for example, through a determination that USG tokens are regulated financial instruments that require registration. Company may cease the distribution of USG tokens,

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the development of the USGC Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

O. MARKET RISK.

The value of a 1 oz. American Eagle Gold Coin (AE Coin) is affected by many economic factors, including the current market price of GOLD Bullion, the perceived scarcity of the ae Coins and other factors. Some of these factors include the quality and current demand and general market sentiment.

Therefore, because both Bullion and AE Coins can go down in price as well as up, investing in them may not be suitable for everyone. Because all investments, including Bullion and AE Coins, can decline in value, you should understand them well, and have adequate cash reserves and disposable income before considering purchasing USG.

All investments, of every type, involve some level of risk and precious metals are no exception. Like many markets, the precious metals market is speculative, and it is unregulated. The value of any Bullion or AE Coin is generally determined by current spot price of the underlying precious metals, and by the supply and demand for these particular items. These prices will fluctuate throughout the day while the precious metals market is open. If you are considering purchasing precious metals as an investment, you should assess the stability of the current market and contact your financial advisor.

5. TERMS OF USE

The Website is owned and operated by USGC. Access and use of the Website is provided by USGC to you on condition that you accept these terms of use, and by accessing or using the Website, you agree to these terms of use. If you do not agree to accept and abide by these terms of use you should not access or use the Website.

USGC may revise and update these terms of use at any time and without notice. You are cautioned to review the terms of use posted on the website periodically. Your continued access or use of the Website after any such changes are posted will constitute your acceptance of these changes.

A. USE OF THE SITE

This website and its contents, including photography and other USGC-owned assets, (the "Content") are intended for customers of USGC. You may not use the Website or the Content for any purpose not related to your business with USGC. You are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the website or the Content without, or in violation of, a written license or agreement with USGC; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the website or the Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any USGC product or service if you are not expressly authorized by such party to do so; and (e) using the website or the Content other than for its intended purpose, as determined solely in USGC's discretion, including but not limited to, to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others, and/or to publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.

You may not interfere with the security of, or otherwise abuse the Website or any system resources, services or networks connected to or accessible through the Website. You may only use the Website for lawful purposes.

B. INTELLECTUAL PROPERTY

All materials, including the organization and presentation of such material, on the Website, including wholly owned brand assets such as photography (the “Materials”) are the property of USGC and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, trade names, internet domain names and other similar rights.

Unless you have entered into a separate agreement with USGC, any other use of these Materials without USGC's written permission is prohibited. Action taken as a result of use of Materials without express written permission from USGC is at the discretion of USGC and our legal team.

C. TRADEMARKS

USGC, USG and any other product or service name or slogan contained in the Website are trademarks of USGC and its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of USGC or the applicable trademark holder. You may not use any “hidden text” utilizing “USGC” or any other name, trademark or product or service name of USGC without our prior written permission. In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of USGC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

D. SECURITY

Purchasers and holders are responsible to implement reasonable and appropriate measures designed to secure access to: (i) any device associated with purchaser/holder and utilized in connection with the purchase of USG Tokens; (ii) private keys to purchaser's/holder's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that a purchaser/holder is no longer in possession of a private keys or any device associated with such person's account or is not able to provide login or identifying credentials, purchaser/holder may lose all of purchaser/holder's USG Tokens and/or access to purchaser/holders account and to any rights to receive AE Coins upon redemption. USGC is under no obligation to recover any USG Tokens and purchasers/holders acknowledges, understands and agrees that all purchases of USG Tokens are non-refundable and purchaser will not receive a return of money or other compensation for any USG Tokens purchased.

Upon USGC request, you will immediately provide to USGC information and documents that the USGC , in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. You consents to USGC disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that USGC may refuse to distribute USG Tokens or redeem such USGC tokens for AE Coins until such requested information is provided.

You acknowledges, understands and agrees that: (a) the purchase and receipt of USG Tokens may have tax consequences; (b) you are solely responsible for your compliance with

any tax obligations; and (c) USGC bears no liability or responsibility with respect to any tax consequences.

6. GENERAL PROVISIONS

A. ABSENCE OF RELATIONSHIP

The sole relationship between USGC and a purchaser or holder is that of purchaser and seller. No other relationship, including, without limitation, any agent-principal relationship, any employee-employer relationship, any franchisee-franchisor relationship, any joint venture relationship or any partnership relationship, between USGC and you exists.

B. ADDITIONAL ITEMS

Additional terms relating to the USG (such as prices, methods of payment, our policies with respect to returns, refunds, and cancellations and/or exchanges) may be posted on the site on the pages describing the UST.

C. ASSIGNMENT

You may not assign any of your rights or obligations under this User Agreement without the prior written consent of USGC, which may be granted or withheld by USGC in its sole discretion. This contract, including but not limited to the User Agreement, shall be binding on all permitted assigns and successors of USGC and you.

D. CONFIDENTIALITY

You shall be very careful about disclosing the existence and terms of all your transactions with USGC and should carefully consider any disclosure of such information that you make to third parties.

E. DISPUTE RESOLUTION

Any purchaser or holder of a USG token agrees to be bound to the following terms:

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

Any Dispute not resolved within 90 days as set forth above shall be referred to and finally resolved by arbitration under the rules of the State of Wyoming in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by USGC. The seat, or legal place, of arbitration shall be Salt Lake City, Utah. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Each party will each pay their respective attorneys' fees and expenses.

Any dispute arising out of or related to this Agreement is personal to the purchaser/holder USGC 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

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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.

F. FORCE MAJEURE

If USGC cannot perform any obligation hereunder as a result of any event that is beyond its control, USGC's delay or failure to perform such obligation shall be excused and USGC shall not be liable for any damages as a result of, or in connection with, such delay or such failure.

G. NOTICES

Except as otherwise provided herein, all notices and other communications to USGC shall be directed to USGC, c/o Chief Legal Counsel, 1603 Capitol Ave., Suite 303, Cheyenne, WY 82001 USA, and all other notices and other communications to you shall be directed, at the option of USGC, to the address that you provided to USGC at the time of your registration.

H. RECORDING OF PHONE CONVERSATIONS

USGC may record phone conversations between us, and you expressly consent to the recording of such phone conversations.

I. ABSENCE OF WAIVERS

A decision or a failure by USGC to take action with respect to any non-compliance by you of your obligations to USGC or to insist upon strict adherence to any term in the User Agreement, does not affect the ability of USGC with respect to any other non-compliance by you, and does not waive or limit USGC's right thereafter to insist upon strict adherence to that or any other term, whether of a similar or dissimilar nature.

J. PRICING OR TYPOGRAPHICAL ERRORS

We work hard to provide accurate pricing information to you. However, pricing or typographical errors may occur. In the event that an item is listed at an incorrect list price or with incorrect information due to an error in pricing, USGC shall have the right, at our sole discretion, to refuse or cancel any purchase order. Prices and availability are subject to change without notice. If a refund is provided or there is any delay in sending you your Products or your payment, as the case may be, you waive any right to any claim or actual damages of any kind or nature whatsoever.

K. SEVERABILITY

The User Agreement is intended to be enforceable to the fullest extent permitted by applicable law. If any term of the User Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the other terms of the User Agreement, and the term that would otherwise be unenforceable shall be enforced to the fullest extent that it would be enforceable.

L. AMENDMENT

USGC may amend the User Agreement at any time by posting the amended terms on the Website and such amendments shall become effective immediately.

M. ENTIRE AGREEMENT

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The User Agreement, the Privacy Policy, the Token Purchase Agreement and confirmations of the Sale or Redemption transactions hereunder set forth the entire understanding between USGC and you with respect to the subject matter of our transactions.

Q. USER CONTENT AND CONDUCT

At times, if and where applicable at the Website, you may be invited to post User Content. You understand that all User Content, whether you have publicly posted on a forum or privately transmitted to another or to us, is your sole responsibility. Though the Website is designed to be a safe place to share such User Content, USGC cannot guaranty that other users will not misuse the User Content that you share. If you have any User Content that you would like to keep confidential or do not want others to use, do not post it to the Website. Under no circumstances will USGC be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed or otherwise transmitted via the Website. The USGC entities are not responsible for a user's misuse or misappropriation of any User Content you posted at the Website.

By posting any User Content at the Website, you hereby grant USGC and its designees a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such User Content (in whole or part), throughout the world in any form, media, or technology now known or later developed. You specifically waive any "moral rights" in and to the User Content. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content. You represent and warrant that: (a) you own the User Content posted by you or otherwise have the right to grant the license set forth in this section; and (b) the posting of your User Content at the Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you post at the Website.

You acknowledge and agree that USGC may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claim(s) or assertion(s) that any User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of USGC, its users and the public. You understand that the technical processing and transmission of the Website, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to each of the conditions in this Agreement and further agree that each of these conditions applies forever and broadly with regard to USGC worldwide. Posting of User Content to or through the Website, including ideas or disclosures of opinions, is voluntary on your part. No confidential or contractual relationship is established by your posting of User Content or is to be implied by our review or subsequent use of your User Content. USGC shall not be liable for any disclosure of any User Content, including opinion(s) or suggestion(s), you post to or through the Website. USGC shall be entitled to unrestricted use of any User Content it may receive from you at the Website, for any purpose whatsoever, commercial or otherwise, without compensation to you as the provider of the User Content.

You agree that you will not use the Website to:

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- upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to a representative of USGC, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Website;
- upload, post, email or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, emulate, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
- interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- "stalk" or otherwise harass another; or
- collect or store personal data about other Website users.

You understand that by using the Website, you may be exposed to User Content created by others that is offensive, indecent or objectionable. USGC does not endorse or have control over User Content. User Content is not reviewed by USGC prior to posting and does not reflect the opinions or policies of USGC. USGC makes no representations or warranties, express or implied as to User Content or the accuracy and reliability of User Content or any other material or information that you may access through the Website. USGC assumes no responsibility for monitoring the Website for inappropriate submissions or conduct. If at any time USGC chooses, in its sole discretion, to monitor the Website, USGC nonetheless assumes no responsibility for User Content, has no obligation to modify or remove any inappropriate User Content, and has no responsibility for the conduct of the Website users submitting any such User Content. Notwithstanding the foregoing, USGC and its designees shall have the right to remove any User Content that violates this Agreement or is otherwise objectionable, in USGC's sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content.

You are solely responsible for your interactions with other Website users. USGC reserves the right, but has no obligation, to monitor disputes between you and other Website users and to terminate your Website access if USGC determines, in its sole discretion, that doing so is prudent.

7. DEFINITIONS

The following terms have the following meanings in the User Agreement:

A. USGC

The term "USGC" means US Gold Currency LLC, a Wyoming limited liability company.

B. BUSINESS DAY(S)

The term "Business Day(s)" means a day other than a Saturday, a Sunday or a day that is a holiday under the federal law of the United States of America and/or the laws of the State of Wyoming.

C. COIN(S)

The term "Coin(s)" means a stamped piece of metal of a known weight and fineness issued by a sovereign government.

D. FAIR MARKET VALUE

The term "Fair Market Value" means the Fair Market Value of the Product as determined by USGC, in its reasonable discretion, as of 5 p.m. (MT) on the date of cancellation of the Sales Order or the Purchase Order.

E. MARKET GAIN

The term "Market Gain" means:

When a Sales Order or Sale, as the case may be, is cancelled by USGC, Market Gain occurs when the Fair Market Value of the Product(s) on the date of the cancelled Sales Order or Sale is greater than the original sales price of the Product(s) as it appears on the cancelled Sales Order.

F. MARKET LOSS

The term "Market Loss" means:

When a Sales Order or Sale, as the case may be, is cancelled by USGC, Market Loss occurs when the Fair Market Value of the Product(s) on the date of the cancelled Sales Order or Sale is less than the original sales price of the Product(s) as it appears on the cancelled Sales Order.

G. ORDER(S)

The term "Order(s)" means, as applicable, a confirmed Sale by a customer or Redemption by USGC, whether such Order was made through the Website, by telephone, in person or otherwise.

H. PRECIOUS METAL(S)

The term "Precious Metal(s)" means Gold, Silver and Platinum along with the Platinum group of elements: rhodium, osmium, ruthenium, Palladium and iridium. Precious Metals are characteristically lustrous, ductile, rare and nonreactive.

I. PURCHASE(S)

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The term "Purchase(s)" means the acquisition of a USG by USGC from a customer, whether made through the Website, with the number, quality and price confirmed. A Purchase is distinct from the acquisition by a customer from USGC of a USG, which is treated as a Sale hereunder.

J. REDEMPTION ORDER(S)

The term "Redemption Order(s)" means a request to exchange a USG for a AE Coin placed by a customer.

K. SALE(S)

The term "Sale(s)" means the acquisition of USG by a customer from USGC, whether made through the Website, by telephone, in person, or otherwise, with the number, quality and price confirmed.

L. SALE ORDER(S)

The term "Sale Order(s)" means an Order placed by a customer with USGC for the acquisition by the customer of Product(s) from USGC.

M. USER CONTENT

The term "User Content" means content posted by you on the Website, including without limitation any images or testimonials.

N. WEBSITE

The term "Website" means the websites located at <https://USGold.io> and mobile. USGold.io

Schedule 1

Individual

Prior to opening an account, USGC will collect the following information for all accounts, if applicable, for any person, entity or organization that is opening a new account and whose name is on the account:

- (1) the name;
- (2) date of birth (for an individual);
- (3) an address, which will be a residential or business street address (for an individual), an Army Post Office (APO) or Fleet Post Office (FPO) box number, or residential or business street address of next of kin or another contact individual (for an individual who does not have a residential or business street address), or a principal place of business, local office, or other physical location (for a person other than an individual); and
- (4) an identification number, which will be a taxpayer identification number (for U.S. persons), or one or more of the following: a taxpayer identification number, passport number and country of issuance, alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or other similar safeguard (for non-U.S. persons).

Legal Entity

At the time of opening an account for a legal entity customer, an authorized officer, manager, or other authorized person will identify any individual that is a beneficial owner of the legal entity customer by identifying any individuals who directly or indirectly own 25% or more of the equity interests of the legal

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entity customer, and any individual with significant responsibility to control, manage, or direct a legal entity customer. The following information will be collected for each beneficial owner:

- (1) the name;
- (2) date of birth (for an individual);
- (3) an address, which will be a residential or business street address (for an individual), or an Army Post Office (APO) or Fleet Post Office (FPO) box number, or residential or business street address of next of kin or another contact individual (for an individual who does not have a residential or business street address); and
- (4) an identification number, which will be a Social Security number (for U.S. persons), or one or more of the following: a passport number and country of issuance, or other similar identification number, such as an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or other similar safeguard (for non-U.S. persons).

Exhibit A

USG TOKEN PURCHASE AGREEMENT

This USG Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the USG distribution smart contract (the “USG Distribution Contract”); use of the related ERC-20 USG token smart contract (the “USG Token Contract”); and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the “USG Tokens”) and is an agreement between you or the entity that you represent (“Purchaser” or “you”) and US Gold Currency LLC, a Wyoming limited liability company (together with its affiliates, “Company”). Purchaser and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Purchaser agree as follows:

IMPORTANT INFORMATION:

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Purchaser acknowledges, understands and agrees to the following:

BINDING AGREEMENT: Purchaser understands and agrees that Purchaser is subject to and bound by this Agreement by virtue of Purchaser’s purchase of USG Tokens.

EXCEPT AS SET FORTH IN THE WHITE PAPER, USG TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES. The USG Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the USG Platform (the “Platform”). Company does not guarantee and is not representing in any way to Purchaser that the USG Tokens have any rights, uses, purpose, attributes, functionalities or features.

- PURCHASE OF USG TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. PURCHASER MAY LOSE ALL AMOUNTS PAID.
- USG TOKENS MAY LOSE VALUE.
- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL USG TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2

Article 1

ACCEPTANCE OF AGREEMENT AND PURCHASE OF USG TOKENS

Section 1.1 This Agreement shall be effective and binding on the Parties if USG Tokens are offered for sale and purchased through the USGC website or when Purchaser: (a) utilizes the official <https://USGold.io> website (the “Website”) and therefore indicates that Purchaser has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company’s receipt of payment from Purchaser. Purchaser agrees to be bound on this basis, and confirms that Purchaser has read in full and understands this Agreement and the terms on which Purchaser is bound.

Section 1.2 Company has established User Agreement, as may be amended from time to time, for the Website located at <https://UsGold.io/terms-of-use.html>, which are hereby incorporated by reference. Purchaser has read, understands and agrees to those terms.

Section 1.3 USG Tokens.

(a) Purpose. A USG Tokens represents the right to receive one 1 oz. American Eagle Gold Coin (“AE Coin”) and the beneficial ownership of such coin, which shall be owned for the benefit of the holder and stored in a secure vault pending redemption by the holder. The USG Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. The USG Tokens represent the ownership of a US Currency and as such are subject to rules regarding the sale of currencies. USG Tokens are not designed to be an investment, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument. Upon purchase of a USG Token, the Company will transfer one AE Coin to a trustee who will act as owner of the AE Coin for the benefit of the holder of the USG Token until such AE Coin is redeemed. The AE Coin will be stored in a secure facility until such time.

Article 2

USG TOKEN DISTRIBUTION

Section 2.1 Allocation and Distribution of USG Tokens. The Company intends to allocate and distribute USG Tokens (the “Token Distribution”) and will take place on an ongoing basis. Company will provide specific procedures on how Purchaser may purchase USG Tokens through the Website. By purchasing USG Tokens, Purchaser represents and acknowledges that Purchaser understands and has no objection to such procedures and specifications. Failure to use the Website and follow such procedures may result in Purchaser not receiving any USG Tokens. Any Purchaser of USG Tokens may lose some or all of the amounts paid for USG Tokens. The access or use of the USG Distribution Contract and/or the receipt or purchase of USG Tokens through any other means other than the official Website are not sanctioned or agreed to in any way by the Company.

Section 2.2 No Representations and Warranties. Except as set forth herein, the Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the USG Distribution Contract or the USG Tokens or their utility, or the ability of anyone to purchase or use the USG Tokens for any purpose. Without limiting the foregoing, none of the Company Parties represent or warrant that the process of purchasing and/or receiving the USG Tokens will be uninterrupted or error-free or that the USG Tokens are reliable and error-free. As a result, Purchaser acknowledges and understands that Purchaser may never receive USG Tokens and may lose the entire amount Purchaser

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paid to Company. Purchaser shall provide an accurate digital wallet address to Company for receipt of any USG Tokens distributed to Purchaser pursuant to the USG Distribution Contract.

Section 2.3 Not an Offering of Securities, Commodities, or Swaps. The sale of USG Tokens is not an offering of sale or to purchase securities and the USG Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchaser acknowledges and agrees that the purchase and sale of USG Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement does not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Article 3

NO OTHER RIGHTS CREATED

Section 3.1 No Claim, Loan or Ownership Interest. The purchase of USG Tokens: (a) represents a digital representation of beneficial ownership of an actual 1oz American Eagle Gold Coin and entitles the Purchaser to receive such coin upon request and does not provide Purchaser with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a debt obligation of or a loan to Company; and (c) does not provide Purchaser with any equity ownership or other interest in Company.

Section 3.2 Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Purchaser may not use any of Company's intellectual property for any reason without Company's prior written consent.

Article 4

SECURITY AND DATA; TAXES

Section 4.1 Security and Data Privacy.

(a) **Purchaser's Security.** Purchaser will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Purchaser and utilized in connection with Purchaser's purchase of USG Tokens; (ii) private keys to Purchaser's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Purchaser is no longer in possession of Purchaser's private keys or any device associated with Purchaser's account or is not able to provide Purchaser's login or identifying credentials, Purchaser may lose all of Purchaser's USG Tokens and/or access to Purchaser's account. Company is under no obligation to recover any USG Tokens and Purchaser acknowledges, understands and agrees that all purchases of USG Tokens are non-refundable and Purchaser will not receive a return of money or other compensation for any USG Tokens purchased.

(b) **Additional Information.** Upon Company's request, Purchaser will immediately provide to Company information and documents that the Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills,

photographs of associated individuals, government identification cards, or sworn statements. Purchaser consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Purchaser acknowledges that Company may refuse to distribute USG Tokens to Purchaser until such requested information is provided.

Section 4.2 Taxes. Purchaser acknowledges, understands and agrees that: (a) the purchase and receipt of USG Tokens may have tax consequences for Purchaser; (b) Purchaser is solely responsible for Purchaser's compliance with Purchaser's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Purchaser.

Article 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

By buying USG Tokens, Purchaser represents and warrants to Company that:

Section 5.2. Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement, to use the USG Distribution Contract and purchase USG Tokens, and to carry out and perform its obligations under this Agreement.

(a) If an individual, Purchaser is at least 18 years old and of sufficient legal age and capacity to purchase USG Tokens.

(b) If an entity or other legal person, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

Section 5.2 No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Purchaser's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Purchaser is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Purchaser is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Purchaser.

Section 5.3 No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Purchaser.

Section 5.4 Purchaser Status. Purchaser is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a "Purchaser Event"), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.

Section 5.5 Purchaser Knowledge and Risks of Project. Purchaser has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Purchaser's purchase of USG Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of USG Tokens, and liability to the Company Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct.

Purchaser has obtained sufficient information in order to make an informed decision to purchase USG Tokens.

Section 5.6 Funds; Payments.

(a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Purchaser uses to purchase USG Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the USG Tokens to finance, engage in, or otherwise support any unlawful activities.

(b) Payments. All payments by Purchaser under this Agreement will be made only in Purchaser's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

Section 5.7 Miscellaneous Regulatory Compliance.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Purchaser agrees to comply with all anti-money laundering and counter-terrorism financing requirements which the Company may require.

(b) Sanctions Compliance. Neither Purchaser, nor any person having a direct or indirect beneficial interest in Purchaser or USG Tokens being acquired by Purchaser, or any person for whom Purchaser is acting as agent or nominee in connection with USG Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

Article 6

DISCLAIMERS

Section 6.1 Purchaser expressly acknowledges, understands and agrees that Purchaser is using the USG Distribution Contract and purchasing USG Tokens at the Purchaser's sole risk and that the USG Distribution Contract and USG Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Purchaser shall rely on its own examination and investigation thereof.

Section 6.2 No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE USG DISTRIBUTION CONTRACT AND THE USG TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

Article 7

RISKS

USG TOKENS MAY HAVE NO VALUE. PURCHASER MAY LOSE ALL AMOUNTS PAID. Purchaser has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the USG Tokens (including those not discussed herein), all of which could render the USG Tokens worthless or of little value:

Section 7.1 Basis for Purchase. Purchasing USG Tokens is at Purchaser's sole risk and that the USG Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company. Purchaser must rely on its own examination and investigation thereof.

Section 7.2 Purchase Price Risk. There are no guarantees as to the price of USG Tokens purchased by Purchaser and no guarantees that the price per USG Token determined for each period by the market will be equal to or higher than the price paid by Purchaser. There is the possibility that the price per USG Token will fall below the price paid by initial Purchasers of USG Tokens during the Distribution Period. Company reserves the right to change the duration of the Distribution Period for any reason, including, without limitation, bugs in the Distribution Contract or the unavailability of the Website or other unforeseen procedural or security issues.

Section 7.3 Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, Token transfers in a given open ledger may not be included in the next last-closed ledger, and may be included in the candidate set for the beginning of the consensus process on the next open ledger. As a result, the last-closed ledger may not include Purchaser's transaction at the time Purchaser expects and Purchaser may not receive Tokens on the same day Purchaser purchases the Tokens; or, ETH contributed to the USG Distribution Contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include the Purchaser's transaction at the time Purchaser expects and Purchaser may not receive USG Tokens the same day Purchaser sends ETH.

Section 7.4 Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

Section 7.5 Third Party Attacks. Transactions within the Platform may be delayed or lost due to operational error or malicious attacks by third parties. Purchaser acknowledges and understands that the last-closed ledger may not include Purchaser's transaction when Purchaser wants or expects and that Purchaser's transaction may be excluded or discarded entirely.

Section 7.6 Operational Error. Purchaser may never receive USG Tokens and may lose the entire amount Purchaser paid to Company for such USG Tokens as a result of interruptions and operational errors in the process of purchasing or receiving the USG Tokens.

Section 7.7 Ability to Transact or Resell. Purchaser may be unable to sell or otherwise transact in USG Tokens at any time, or for the price Purchaser paid. By purchasing USG Tokens, Purchaser acknowledges, understands and agrees that: (Company is not and shall not be responsible for

or liable for the market value of USG Tokens, the transferability and/or liquidity of USG Tokens and/or the availability of any market for USG Tokens through third parties or otherwise.

Section 7.8 Token Security. USG Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the USG Distribution Contract or the USG 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 Ethereum platform rests on open source software and USG Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the USG Tokens or result in the loss of Purchaser's USG Tokens, the loss of Purchaser's ability to access or control Purchaser's USG Tokens or the loss of ETH in Purchaser's account. In the event of such a software bug or weakness, there may be no remedy and holders of USG Tokens are not guaranteed any remedy, refund or compensation.

Section 7.9 Access to Private Keys. USG Tokens purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing USG Tokens will result in loss of such USG Tokens, access to Purchaser's USG Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's USG Tokens. Company is not responsible for any such losses.

Section 7.10 Tax Consequences. The purchase and receipt of USG Tokens may have tax consequences for Purchaser. Purchaser is solely responsible for Purchaser's compliance with Purchaser's tax obligations.

Section 7.11 Reliance on Third-Parties. Even if completed, the Platform will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Platform.

Section 7.12. Failure to Map a Public Key to Purchaser's Account. Failure of Purchaser to map a public key to Purchaser's account may result in third parties being unable to recognize Purchaser's USG Token balance on the Ethereum blockchain.

Section 7.12 Exchange & Counterparty Risks. If Purchaser sends ETH to the USG Distribution Contract from an exchange or an account that Purchaser does not control, USG Tokens will be allocated to the account that has sent ETH; therefore, Purchaser may never receive or be able to recover Purchaser's USG Tokens. Furthermore, if Purchaser chooses to maintain or hold USG Tokens through a cryptocurrency exchange or other third party, Purchaser's USG Tokens may be stolen or lost. In addition, third parties may not recognize Purchaser's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Platform. By using the USG Distribution Contract and/or by purchasing USG Tokens, Purchaser acknowledges and agrees that Purchaser sends ETH to the USG Distribution Contract through an exchange account and/or holds Tokens on a cryptocurrency exchange or with another third party at Purchaser's own and sole risk.

Section 7.13 Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its

applications. Such changes could negatively impact USG Tokens in various ways, including, for example, through a determination that USG Tokens are regulated financial instruments that require registration. Company may cease the distribution of USG Tokens, the development of the Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Section 7.14 Additional Risks. The Tokens and the Platform are subject to such additional risks as set forth on Schedule B.

Article 8

LIMITATION OF LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Liability. To the fullest extent permitted by applicable law, Purchaser disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Company. Company shall not be liable to Purchaser for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Purchaser agrees not to seek any refund, compensation or reimbursement from a Company Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

Section 8.2 Damages. In no circumstances will the aggregate joint liability of the Company Parties, whether in contract, warrant, tort or other theory, for Damages to Purchaser under this Agreement exceed the amount received by Company from Purchaser.

Section 8.3 Force Majeure. Purchaser understands and agrees that Company shall not be liable and disclaims all liability to Purchaser in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Section 8.4 Release. To the fullest extent permitted by applicable law, Purchaser releases Company from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Purchaser and the acts or omissions of third parties.

Section 8.5 Indemnification.

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

(b) Company reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to,

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

Article 9

DISPUTE RESOLUTION

Section 9.1 Informal Dispute Resolution. Purchaser and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “Dispute”). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

Section 9.2 Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the rules of the state of Wyoming in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be Salt Lake City, Utah. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Purchaser will each pay their respective attorneys’ fees and expenses.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Purchaser and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Article 10

MISCELLANEOUS

Section 10.1 Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Wyoming, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

Section 10.2 Assignment. Purchaser shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Section 10.3 Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between

the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the USG Tokens or the Platform.

Section 10.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.5 Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at [Insert Web address]. The modified terms will become effective upon posting. It is Purchaser's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

Section 10.6 Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the USG Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Purchaser breaches this Agreement. Upon termination of this Agreement: (a) all of Purchaser's rights under this Agreement immediately terminate; (b) Purchaser is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

Section 10.7 No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

Section 10.8 No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

Section 10.9 Electronic Communications. Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Purchaser pursuant to this Agreement or in connection with or related to Purchaser's purchase of USG Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Purchaser, in electronic form.

Purchaser

Name : _____

Date: _____

Location: _____

Signature: _____

US Gold Currency LLC

Last Updated on November 30, 2018.
This User Agreement is effective **November 30, 2018** for all users.

Name :

Title :

Date:

Signature:_____

Last Updated on November 30, 2018.

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SCHEDULE A

Token Price

The price per Token will be the quoted price for an American Eagle Gold Coin on the date of purchase payable in any of the following cryptocurrencies: BTC, ETH, and other cryptocurrencies as they become acceptable. They will be accepted as payment for tokens according to applicable 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 this Schedule A. Company reserves the right to lower the price per Token, at its sole discretion, during the crowdsale.

Procedures for Buying and Receiving Tokens

To purchase Tokens during the crowdsale 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 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 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 Wyoming, USA, and is programmed so that all transactions it executes will be executed in Wyoming, USA.

Schedule B

Certain Risks Relating to Purchase, Distribution and Use of Tokens

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN, ETHEREUM, BITCOIN, USG ARE NEW AND UNVERIFIED TECHNOLOGIES THAT ARE BEYOND CONTROL OF USG, AND COLLATERAL CHANGES IN MARKET FORCES AND TECHNOLOGIES IN LOOSE INTERPRETATION WILL SERVE AS AS JUSTIFICATION OF USG'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, INCIDENTAL, 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 AFFILIATED ENTITIES NEITHER OR WILL NOT BE LIABLE FOR PAYMENT OF COMPENSATIONS, REIMBURSEMENT OF FUNDS OR LOSSES RELATED WITH: (A) YOUR INABILITY TO USE USG 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 being structured or sold as securities or a form of investment product. The information presented in this Schedule B is intended to set forth certain risks that you should consider in forming the basis for an investment decision.

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)

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

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

Risk of Mining Attacks

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 Platform and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Platform, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens 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 Insufficient Interest in the Platform or Distributed Applications

It is possible that the Platform 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 Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of Tokens.

Risks Associated with the Development and Maintenance of the Platform

The Platform is still under development and may undergo significant changes over time. We may have to make changes to the specifications of the Tokens or Platform for any number of legitimate reasons. This could create the risk that the Tokens or Platform, 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 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 Tokens.

Risk of an Unfavorable Fluctuation of Ether and Other Currency Value

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

Risk of unfavorable regulation measures within one or more legal systems

Crypto Tokens 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

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development of the Company 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 Distribution fully and without prior notification.

In addition, many aspects of the Platform and the Token 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 Distribution 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 Company and Tokens Distribution 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, the Company 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.

Risks Associated with Blockchain Technology and the Ethereum Protocol.

The Platform and the Tokens are based upon blockchain technology and the Ethereum protocol. As such, any malfunction, unintended function, unexpected functioning of or attack of blockchain technology and/or the Ethereum protocol or the Bitcoin protocol may cause the Platform to malfunction or function in an unexpected or unintended manner. Ethereum, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to the Tokens, and in other ways. More information about the Ethereum protocol is available at <https://www.ethereum.org/> to assist Purchasers in understanding this new technology.

The growth of the blockchain industry in general, as well as the blockchain networks with which the Platform will interact and rely, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of Bitcoin, Ethereum and other blockchain technologies;
- Government and quasi-government regulation of Bitcoin, and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of the Bitcoin networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of Bitcoin, Ethereum or other blockchain-based tokens would adversely affect our results of operations.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the Platform and the Tokens.

The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and adversely affect our business, and the Tokens may also be subject to significant price volatility.

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

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Investors' expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the Platform;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Platform;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded;
- Investment and trading activities of large investors, including private and registered funds, that may directly or indirectly invest in the Platform or Tokens or other blockchain assets;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the open-source software protocol of the Platform;
- Global or regional political, economic or financial events and situations; or
- Expectations among Platform or other blockchain assets participants that the value of the Tokens or other blockchain assets will soon change.

A decrease in the price of a single blockchain assets may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens. For

example, a security breach that affects investor or user confidence in Bitcoin may affect the industry as a whole and may also cause the price of the Tokens and other blockchain assets to fluctuate.

The regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and token offerings such as the Tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform and the utility of the Tokens.

Regulation of tokens (including USG) and token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in Singapore, South Korea, Hong Kong, the European Union, China, Gibraltar, Switzerland and the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Platform and the adoption and utility of the Tokens. Failure by the Company, or certain users of the Platform to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, China and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the Platform. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Platform and the adoption and utility of the Tokens.

New or changing laws and regulations or interpretations of existing laws and regulations may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the value of the distributions that may be made by the Company the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Tokens, and the structure, rights and transferability of Tokens.

Risk of Alternative Platforms.

Following the Offering of the Tokens and the development of the initial version of the Platform, it is possible that alternative applications could be established, which use the same open source code and protocol underlying the Platform. Such competitors may have greater resources or experience and could potentially negatively impact the Platform, including its value and the value of Tokens.

Risk of Insufficient Interest in the Platform.

It is possible that there will be limited public interest in Tokens. Such a lack of interest could negatively impact the Tokens their use and acceptance Tokens.

Risk of Theft and Hacking.

The Platform structural foundation, the open-source protocol, the software application and other interfaces or applications built upon the Platform are still in an early development stage and are unproven, and there can be no assurances that the Platform and the creating, transfer or storage of the Tokens will be uninterrupted or fully secure which may result in a

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complete loss of users' Tokens or an unwillingness of users to access, adopt and utilize the Platform. Further, the Platform may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the Platform which may result in the loss or theft of Tokens. For example, if the Platform is subject to unknown and known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), this may materially and adversely affect the Platform. In any such event, if the Network Launch does not occur or if the Platform is not widely adopted, Investors may lose all of their investment.

Risk of Security Weaknesses in the Platform Application Core Infrastructure Software.

The Platform will partly consist of open source software that is based on open source software. There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the the Company's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Platform.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography.

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to the Platform, the Tokens and the Tokens, such as theft or loss.

Unanticipated Risks.

Cryptographic tokens are a new and untested technology. In addition to the risks discussed, there are risks that the Company team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

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Exhibit B

Trust Agreement