



Assetereum Terms & Conditions

This document will explain the terms and conditions of the Assetereum Token Purchase Crowd-Funding Project.



This Token Crowd-Sale Agreement (this “Agreement”) is made as of this **28th January 2018** (the “Effective Date”) by and between yourself (the “User” or “Purchaser” or “You”) and **Assetereum International Ltd.**, a UK company limited by shares (the “Company”) (each, a “Party” and together, the “Parties”).

The Company provides a service selling Tokens that will be used as a currency accepted by the Assetereum Service specializing in crypto currency mining, crypto currency trading, real estate sales and online shopping detailed in Exhibit A.

The Company is creating ERC-20 digital tokens (“Tokens” or “Assetereum Tokens”) intended to act as tokens of asset which act as shares of Assetereum International’s assets, as more fully described in Exhibit B.

The Company is engaging in a Crowd-Sale of Tokens (the “Crowd Sale”) as per the terms of a smart contract consisting of a source code on the Ethereum blockchain (the “Smart Contract System”) on the terms set forth herein. The risks associated with participation in this Crowd-Sale are more fully described in Exhibit C.

1. BASIC PRINCIPLES

THIS CROWD-SALE IS NOT OPEN TO U.S. CITIZENS (as defined in 8 U.S.C. Subchapter III), U.S. PERSONS (as defined in 17 C.F.R. 230.902(k)) NOR TO CITIZENS/RESIDENTS OF SINGAPORE AND SOUTH AFRICA. TOKENS ARE THEREFORE NOT OFFERED BY THE COMPANY TO U.S. CITIZENS, U.S. PERSONS, SINGAPORE CITIZENS/RESIDENTS OR SOUTH AFRICAN CITIZENS/RESIDENTS. YOU HEREBY AGREE AND COMMIT THAT YOU ARE NEITHER A U.S. CITIZEN, U.S. PERSON, CITIZEN OR RESIDENT OF SINGAPORE NOR A CITIZEN OR RESIDENT OF SOUTH AFRICA. YOU ACKNOWLEDGE THAT ANY PURCHASE OF TOKENS BY A U.S. CITIZEN, U.S. PERSON, SINGAPORE CITIZEN/RESIDENT OR A SOUTH AFRICAN CITIZEN/RESIDENT IN THIS CROWD-SALE WILL BE RENDERED NULL AND VOID. IF YOU ARE NOT SURE IF YOU ARE A U.S. CITIZEN, U.S. PERSON, SINGAPORE CITIZEN/RESIDENT OR SOUTH AFRICAN CITIZEN/RESIDENT YOU ARE ADVISED NOT TO PARTICIPATE IN THIS CROWD-SALE.

By transferring any cryptocurrencies (ETH and BTC) to the Smart Contract System the members of the community accept that the company will pay profit share on all aspects of the income streams of the business, as further described in the Assetereum Whitepaper. For the Whitepaper and/or further information on Assetereum, visit: www.assetereum.io The information contained in the Whitepaper and on the website, are of descriptive nature



only, are not binding – unless explicitly referred to herein – and do not form part of these Terms.

The Purchaser understands and accepts that while the individuals and entities, including the Company, assigned to this task will make commercially reasonable efforts to build and invest in the growth of the Assetereum assets, it is possible that such development may fail and the User's Tokens become useless and/or without value due to technical, commercial, regulatory or any other reason.

The Purchaser is also aware of the risk that even if all or parts of the Assetereum Projects are successfully developed and released in full or in parts, due to a lack of public interest, the Assetereum Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons.

The Purchaser therefore understands and accepts that the transfer of any cryptocurrencies (ETH and BTC) to the Smart Contract System carries significant financial, regulatory and/or reputational risks (including the complete loss of value of the created Assetereum Tokens, and attributed features of the Assetereum Project).

The Purchaser understands and accepts that the creation of the Assetereum Tokens is smart contract based and the terms and conditions governing the smart contract are set forth in the Smart Contract System Source Code, which exists on the Ethereum blockchain. This Smart Contract System Code will be published 24 hours before the start of the sale at www.Assetereum.io

TO THE EXTENT THE TERMS CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR COMMUNICATION CONTRADICT TO THE ONES SET FORTH IN THE SMART CONTRACT SYSTEM, THE TERMS OF THE SMART CONTRACT SYSTEM PREVAIL.

Neither this document nor any other document or communication may modify or add any additional obligations to the Company, the developer of the Smart Contract System and/or any other person. By transferring any crypto currency, FIAT currency to the Smart Contract System and/or by using pre- purchased Assetereum Tokens, the Purchaser clearly and explicitly agrees to all the terms and conditions set forth in the Smart Contract System Code existing on the Ethereum blockchain and in this document (together the "Terms"), which is incorporated by reference herein. THE PURCHASER FURTHER CONFIRMS TO HAVE CAREFULLY REVIEWED THE SMART CONTRACT SYSTEM CODE, ITS FUNCTIONS AND THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT TO FULLY UNDERSTAND THE RISKS AND COSTS OF CREATING ASSETEREUM TOKENS AND CONTRIBUTING INTO A SMART CONTRACT SYSTEM FOR THE DEVELOPMENT OF THE ASSETEREUM PROJECT.



This document does not constitute a prospectus of any sort, is not a solicitation or application or requisition for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System.

By transferring any cryptocurrencies (ETH and BTC) to the Smart Contract System and/or receiving ASSETEREUM Tokens, no form of partnership, joint venture or any similar relationship between Purchasers and ASSETEREUM Limited and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the ASSETEREUM Project is created.

The Contribution into the Smart Contract System will not involve any fiat currencies and will strictly be done in cryptocurrencies (ETH and BTC). Our exchange will initially allow purchase using fiat currencies but these values will be exchanged for Ethereum before transferring to the smart contract.

2. RESERVATION OF TOKENS FOR CROWD-SALE; POST-CROWD-SALE ALLOCATION PROCESS; REFUNDS.

Soft Cap/Hard Cap for Tokens Reserved for Crowd-Sale :

The number of Tokens to be sold in the Crowd-Sale will be 30 million Tokens according to a Soft Cap of 11,400,000 USD (ETH conversion) and 300 million Tokens according to a hard cap of ETH to the equivalent value of 114,000,000 USD.

Delivery of Tokens:

Tokens will automatically be credited to the Purchaser and be able to be sold on exchanges as soon as listing is approved.

Purchaser's Right to a refund:

The Purchaser will have no right to a refund under any circumstances.

3. PURPOSE AND USE OF TOKENS IN THE ECOSYSTEM; POSSIBLE MIGRATION OF TOKENS

Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens to enable usage of and interaction with the Services enabled by the Ecosystem, if successfully completed and deployed. The Purchaser understands and accepts that Tokens do not represent or confer any ownership right, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of proceeds from the Services in the Ecosystem, subject to limitations and conditions in this Agreement.



The Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Ecosystem.

4. SCOPE

Unless otherwise stated herein, this Agreement only governs the Purchaser's purchase of Tokens from Company during the Crowd-Sale.

Any use of Tokens regarding providing or receiving Services may be governed by other applicable terms and conditions and policies.

5. ELIGIBILITY

To be eligible to participate in the Crowd-Sale, it is recommended that the Purchaser have an Ethereum wallet that supports the ERC-20 token standard to receive any Tokens purchased from the Company (the "Token Receipt Address"). Payment for Tokens may also be executed in BTC. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

6. CANCELLATION; REFUSAL OF PURCHASE REQUESTS

All Token purchases from the Company are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

7. TOKEN ALLOCATION

Important information about the Company's creation and intended use of the Tokens is provided in Exhibit B. By purchasing Tokens, the Purchaser acknowledges that the Purchaser has read and understands Exhibit B.

8. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM, AS DISCLOSED AND EXPLAINED IN EXHIBIT C. BY PURCHASING TOKENS, THE



PURCHASER CLEARLY AND EXPLICITLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

9. SECURITY

The Purchaser is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism the Purchaser uses to receive and hold Tokens purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the Purchaser's private key(s) or other access credentials are lost, the Purchaser may lose access to the Purchaser's Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

10. PERSONAL INFORMATION

The Company may determine, in its sole discretion, that it is necessary to obtain certain information about the Purchaser to comply with applicable laws or regulations regarding selling the Tokens to the Purchaser. The Purchaser agrees to provide the Company such information immediately without delay upon request. The Purchaser acknowledges that the Company may refuse to sell the Tokens to the Purchaser until the Purchaser provides such requested information and has determined that it is permissible to sell the Purchaser Tokens under applicable laws or regulations.

11. TAXES

Any amounts that the Purchaser pays for the Tokens are exclusive of all applicable taxes. The Purchaser is responsible for determining what, if any, taxes apply to the Purchaser's purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also the Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Tokens.

12. COMPANY REPRESENTATIONS AND WARRANTIES

The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.



The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when the Tokens are to be sold to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of:

its current certificate of incorporation or bylaws,
any material statute, rule or regulation applicable to the Company or
any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

No consents or approvals are required regarding the performance of this Agreement, other than:

the Company's corporate approvals,
any qualifications or filings under applicable laws, and
necessary corporate approvals for the authorization of a Token Sale.

13. PURCHASER REPRESENTATIONS AND WARRANTIES.

The Purchaser has sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens;

The Purchaser has read and understands the terms and conditions of this Agreement (including all Exhibits);

The Purchaser understands the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;

The Purchaser has obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase the Tokens;

The Purchaser understands that the Tokens confer only the right to provide and receive Services in the Ecosystem, and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;



The Purchaser is purchasing Tokens solely for receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the

Company and the Ecosystem. The Purchaser is not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING OF TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM AS PROVIDED IN SECTION 8 ABOVE AND AS FURTHER DESCRIBED IN EXHIBIT C;

The Purchaser's purchase of Tokens complies with applicable laws and regulations in Purchaser's jurisdiction, including, but not limited to, legal capacity and any other threshold requirements in the Purchaser's jurisdiction for the purchase of the Tokens and entering into contracts with the Company,

any foreign exchange or regulatory restrictions applicable to such purchase, and

any governmental or other consents that may need to be obtained;

The Purchaser will comply with any applicable tax obligations in the Purchaser's jurisdiction arising from the Purchaser's purchase of Tokens;

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

The Purchaser is not a US Citizen, as defined in 8 U.S.C. §1401, nor is the Purchaser a US Person as defined in 17 C.F.R. §230.902(k)

The Purchaser is not a citizen/resident of either Singapore or South Africa.

The Purchaser is not:

a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act,

a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or

an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S.

Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. The Purchaser agrees that if the Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, that Purchaser will immediately cease using the Services. If the Purchaser is registering to use the Services on behalf of a legal entity, the Purchaser further represents and warrants that :



- such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
- the Purchaser is duly authorized by such legal entity to act on its behalf

14. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Purchaser will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to:

- The Purchaser’s purchase or use of Tokens,
- The Purchaser’s responsibilities or obligations under this Agreement,
- The Purchaser’s violation of this Agreement, or
- The Purchaser’s violation of any rights of any other person or

The Company reserves the right to exercise sole control over the defence, at the Purchaser’s expense, of any claim subject to indemnification under Section 14 (par 1). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Company.

15. DISCLAIMERS

FULLY PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPLICITLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT,

COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER’S REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all the exclusions of warranties and disclaimers in this Section 15 may not apply to the Purchaser.

16. LIMITATION OF LIABILITY

FULLY PERMITTED BY APPLICABLE LAW:

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

THE LIMITATIONS SET FORTH IN SECTION 16 (par 1) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to the Purchaser.

17. RELEASE

Fully permitted by applicable law, the Purchaser releases the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. The Purchaser clearly and explicitly waives any rights the Purchaser may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which the Purchaser

may know or suspect to exist in the Purchaser's favour at the time of agreeing to this release.

18. DISPUTE RESOLUTION; ARBITRATION

Binding Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and may be amended by the rest of this clause. The appointing authority shall be the South African International Arbitration Centre. The place of arbitration shall be in South Africa. There shall be three arbitrators presiding.

19. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law, rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to this Agreement that is not subject to arbitration will be resolved in the courts of England and Wales.

20. SEVERABILITY

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

21. MISCELLANEOUS

Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company.

In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the



remaining provisions of this will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

All rights and obligations hereunder will be governed by the laws of England and Wales, without regard to the conflicts of law provisions of such jurisdiction.

EXHIBIT A | DESCRIPTION OF THE COMPANY, SERVICE AND TOKENS

Assetereum is a new Ethereum Smart-Contract governed ecosystem that applies Blockchain technologies to the enormous Real Estate investment industry, giving greater access to global investment in Real Estate, lowering barriers to entry, and increasing market liquidity. Key to our ecosystem is the innovation of ASSETEREUM Tokens, a unique Blockchain-secured digital asset with inherent value as a secure cryptocurrency, which may be traded or used to participate in Crowdfunding by purchasing Assetereum tokens on our platform.

Our platform will offer an effective method of investing and securing value in the Real Estate/Online Shopping markets by generating rental income/online sales and value appreciation. ASSETEREUM Founders have invested USD 550,000 in the company, have a strong and successful execution track-record and reputation.

On our upcoming Crowdfunding site, our users will acquire economic rights of the Real Estate assets by paying with Assetereum Tokens. When users purchase Tokens, as with any cryptocurrency they may choose to keep or trade these Tokens.

EXHIBIT B | CREATION AND ALLOCATION OF TOKENS BY THE COMPANY

Token Sale Details

The launch of the ASSETEREUM Token is organized around smart contracts running on Ethereum. Participants willing to contribute to and support the development of the Assetereum Token can do so by sending Ether or Bitcoin to the designated platform. By doing so contributors create Assetereum Tokens (ASET) at the rate of 1 ASET per \$0.38. The pre-sale of Assetereum Tokens commences on 14th February 2018.

ASSETEREUM received by Contributors will be transferrable 7 days after the end of the Contribution Period. ("7 days Cliff"). Security Audits: To ensure beyond any doubt that funds will be secure, we are working with some of the most respected Ethereum security advisors. The results of the audits will be made public before commencement of the Token Sale.



Planned growth strategy: To provide an escalated growth to the platform, the company will introduce the reserved ASSETEREUM tokens from the Token Sale in the market by selling ASSETEREUM in stages. We also reserve the option of holding another Token Sale with those reserved tokens soon. Further plans include allowing third party property owners and acceptance of other cryptocurrencies to become an open platform.

EXHIBIT C | CERTAIN RISKS RELATING TO PURCHASE, SALE, AND USE OF TOKENS

Important Note:

As noted elsewhere in this Agreement, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the basis for any investment decision, and no specific recommendations are intended.

The Company clearly and explicitly disclaims all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

- reliance on any information contained in this Exhibit C,
- any error, omission or inaccuracy in any such information or
- any action resulting from such information.

By purchasing, owning, and using Tokens, the Purchaser clearly and explicitly acknowledges and assumes the following risks:

1. Risk that the Company is unable to obtain required licenses and regulatory approvals for the Assetereum Property/Mining/Trading Participation and Crowdfunding platform.

The Company is selling Tokens that will be used as a currency accepted by its Platform with some suppliers. The Assetereum Platform will be a separate crowdfunding service specializing in the real estate/crypto mining/crypto trading and online shopping sales, and the Company will take all diligent efforts, including legal consultation and licensing efforts, to have the Platform regulated in the UK and/or any other relevant jurisdictions once the ICO has closed. While the Assetereum Token is not a security, it is possible that the Assetereum Crowdfunding Platform and the Assetereum Property Participation may be classified as securities by certain regulatory authorities. The Purchaser clearly and explicitly acknowledges and understands the possible risk that if a relevant jurisdiction decides to regulate the Assetereum Platform as a security, said jurisdiction may, despite diligent efforts, refuse to register Assetereum



Token as a security, or in its discretion as a jurisdiction refuse to grant any other relevant licenses or regulatory approvals. Buying Assetereum Tokens involves neither an offer to sell nor a solicitation of an offer to buy securities, as the Assetereum Platform may be defined. The achievement of any or all goals by the Assetereum Platform is not guaranteed. There is no assurance that the value of the real estate in the Assetereum Platform will be sufficient to return any portion of the investors' original capital.

2. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in the Purchaser digital wallet or vault. Accordingly, loss of requisite private key(s) associated with the Purchaser 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 the Purchaser use, may be able to misappropriate Purchaser Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault the Purchaser choose to receive and store Tokens, including the Purchaser own failure to properly maintain or use such digital wallet or vault, may also result in the loss of Purchaser Tokens. Additionally, the Purchaser failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if the Purchaser provide the wrong address for the Token Receipt Address, or provides an address that is not ERC-20 compatible, may result in the loss of Purchaser Tokens.

3. Risks Associated with the Ethereum Protocol

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

4. Risks Associated with Ethereum

Because the Company intends that some of the smart contracts in the Ecosystem will be based on the Ethereum protocol, any malfunction, breakdown, or abandonment of the Ethereum protocol may have a material



adverse effect on the Ecosystem or the utility of the Tokens within the Ecosystem. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Ecosystem, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Additionally, Ethereum, including all necessary features of the Ethereum platform, may not be complete in a timely fashion for its use in the growth and development of the Ecosystem, which could also have an adverse effect of the utility of the Tokens in the Ecosystem.

5. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners during 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 Ecosystem and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

6. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Tokens, including the utility of the Tokens for obtaining Services.

7. Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Ecosystem, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risks with respect to the Tokens the Purchaser owns. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. 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.

8. Risk of Uninsured Losses

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

9. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the Tokens. Regulatory actions could negatively impact the Ecosystem and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

10. Risks Arising from Taxation

The tax characterization of Tokens is uncertain. The Purchaser must seek the Purchaser's own tax advice relating to purchasing Tokens, which may result in adverse tax consequences to the Purchaser, including withholding taxes, income taxes and tax reporting requirements.

11. Risk of Competing Ecosystems

It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying the Ecosystem and attempt to facilitate services that are materially like the Services. The Ecosystem may



compete with these alternatives, which could negatively impact the Ecosystem and Tokens, including the utility of the Tokens for obtaining Services.

12. Risk of Insufficient Interest in the Ecosystem or Distributed Applications

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

13. Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although the Company intends for the Tokens and Ecosystem to function as described in Exhibit A, and intends to take commercially reasonable steps toward those ends, the Company may have to make changes to the specifications of the Tokens or Ecosystem for any number of legitimate reasons. Moreover, the Company has no control over how other participants will use the Ecosystem, what products or services will be offered through the Ecosystem by third parties, or how third-party products and services will utilize Tokens (if at all). This could create the risk that the Tokens or Ecosystem, as further developed and maintained, may not meet the Purchaser's expectations at the time of purchase. Furthermore, despite the Company's good faith efforts to develop and participate in the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

14. Risk of an Unfavourable Fluctuation of ETH or BTC Value

If the value of ETH or BTC fluctuates unfavourably during or after the Pre-Sale or the Crowd-Sale, the Company team may not be restricted in funding development, or may not be able to develop or maintain the Ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of ETH and/or BTC, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called "Hard Fork" of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum



network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

15. Risk of Dissolution of the Company or Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH and/or BTC (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.

16. Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company's products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Ecosystem, to create and sell more Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any Tokens the Purchaser owns, including their utility for obtaining Services.

17. Unanticipated Risks

Cryptographic tokens, such as Assetereum form part of a new and untested technology. Apart from the risks discussed in this Exhibit C, other risks associated with the Purchaser's purchase, possession, and use of the Tokens may also arise such as unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit C.

Hereby I declare and agree that:

- I am over the minimum age of 18 years giving me the right to use the website of Assetereum, invest in the ICO and utilise any of its services.
- The information contained on this website does not constitute accounting, legal, financial, consulting investment or other professional advice. I bear all the risks from any decision to hold, purchase or sell BTC/ETH/ASET on this website. Assetereum will not be liable for any loss suffered.
- I have undertaken a complete FICA or other similar compliance measure conducted by an exchange or regulated broker when converting fiat currency to BTC/ETH according to the Financial Intelligence Centre Act (38 of 2001) – FICA. The main objective of such a compliance measure is to fight



financial crime such as money laundering, tax evasion and terrorist financing activities.

- I will not use the products and services of Assetereum to facilitate any illegal activities.
- My account may be terminated if I provide false information or refuse to provide information about my true identity.
- I give consent to receive communications from Assetereum via email and SMS.
- Assetereum may change the Terms of Use at any time for any reason without notice.