

## UP, GLOBAL TOKEN SALE TERMS

PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTION 20 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of UpTokens (“**Tokens**”) during the Token Sale (as defined below) from Up, Global, an Exempted Company incorporated in the Cayman Islands (“**Company**,” “**we**,” or “**us**”) is subject to these terms of sale and use (“**Terms**”). Each of you and Company is a “**Party**” and, together, the “**Parties**.”

By purchasing Tokens from us during the Token Sale, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [Support@UpToken.org](mailto:Support@UpToken.org).

You and Company agree as follows:

1. **Tokens.** Company intends to create a total of 10,000,000,000 Tokens. Of those, 80% (i.e., 8,000,000,000) (the “**Sale Tokens**”) will be made available for public sale through the sale process described in these Terms (the “**Token Sale**”). A portion of the remaining Tokens, equal to 25% of the Tokens sold in the Token Sale, will be retained by the Company, and the remainder will be destroyed, all as detailed in Exhibit A.
2. **Commencement and Duration of Token Sale.** The Token Sale will begin on or about on October 16, 2017 at 15:00 GMT and end on or about December 15, 2017 at 15:00 GMT or when the \$35 million Token Sale Limit (as defined in Exhibit B) has been reached, whichever is earlier (in either case, the “**Token Sale End Date**”). Company reserves the right to postpone the scheduled start date and time of the Token Sale if required by events beyond the control of Company.
3. **Eligibility to Participate in the Token Sale.** In order to be eligible to participate in the Token Sale, you must:
  - (a) Comply with all the terms and conditions set forth in these Terms.
  - (b) Fill out a Pre-Registration Form (as defined in Exhibit B), and provide all of the Required Information (as defined in Exhibit B) to Company.
4. **Purchase and Sale of Sale Tokens During the Token Sale.**
  - (a) **The price, terms, and conditions governing the purchase and sale of Sale Tokens in the Token Sale are set forth in Exhibit B of these Terms.**

(b) **Binding Purchase.** You acknowledge and agree that your acceptance of these Terms and your transmission of payment in your chosen Purchase Currency (as defined in Exhibit B) constitutes a binding present obligation to purchase the corresponding quantity of Tokens.

5. **Delivery of Sale Tokens.** Provided you have a valid Token Receipt Address (as defined in Exhibit B), Company will deliver the Tokens you purchase during the Token Sale to you as soon as possible following the end of the Token Sale. Company will make every effort to do so by no later than one (1) week after the Token Sale End Date and commits to doing so by no later than three (3) weeks after the Token Sale End Date.

6. **Purpose and Use of Tokens in the Coinme ATM Network; Possible Migration of Tokens.**

(a) The purpose of the Tokens is to facilitate the use of Coinme cryptocurrency ATMs (the “**Company ATMs**”) and associated services provided by the Company in connection with the use of the Company ATMs (the “**Services**”), as detailed in the whitepaper attached as Exhibit C (the “**Whitepaper**”). While Coinme intends to deploy additional ATMs as described in the Whitepaper, neither Coinme nor Company make any guarantees as to the number and/or location of additional ATMs that will be deployed. Company and Coinme reserve the right to deploy future ATMs and develop and change Coinme Services in a manner that varies from its current intent as Coinme believes is necessary or desirable in light of business or technical considerations.

(b) Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of Company ATMs. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company, Company ATMs, or any other Company offering. The Tokens are not intended to be a security or a regulated commodity interest, and you agree and acknowledge that you are purchasing the Tokens for use with Company ATMs and not for speculative investment purposes or financial gain, and accordingly, these Terms do not constitute any invitation (to the public in the Cayman Islands or otherwise) to subscribe for any securities.

(c) The Tokens will be delivered to you as ERC-20 compliant Ethereum network tokens. The wallet software you use to access your Token Receipt Address (and any address to which you subsequently transfer the Tokens) must be compatible with Ethereum ERC-20 tokens.

(d) Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should Company determine, in its reasonable discretion, that doing so is necessary or desirable. Upon Company’s request, you agree to take any and all actions reasonably necessary to effectuate the migration of your ERC-20 Tokens to another protocol identified by Company. If you fail to effectuate such migration, the Tokens may not be

compatible with the Company ATMs or the Services going forward. Notwithstanding any other provision of these Terms, Company shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which you may suffer, sustain, or incur, arising out of or relating to your failure to effectuate such migration of your ERC-20 Tokens to another protocol identified by Company.

7. **Scope.**

(a) Unless otherwise stated herein, these Terms only govern your purchase of Sale Tokens from Company during the Token Sale.

(b) Any use of Tokens in connection with providing or receiving the Services or using Company ATMs will be governed by other applicable terms and conditions and policies of Company or third parties.

8. **Cancellation; Refusal of Purchase Requests.** All Sale Token purchases from Company are final, and there are no refunds or cancellations, except as expressly provided in these Terms or as may be required by applicable law or regulation. Company reserves the right to refuse or cancel Sale Token purchase requests at any time in its sole discretion.

9. **Token Allocation.** Important information about Company's creation and intended use of the Tokens is provided in Exhibit A. By purchasing Sale Tokens, you acknowledge that you have read and understand Exhibit A.

10. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing Sale Tokens, owning Sale Tokens, and using Sale Tokens for the provision or receipt of Services and/or accessing Company ATMs, including without limitation as disclosed and explained in Exhibit D. BY PURCHASING SALE TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

11. **Security.** You are responsible for implementing reasonable measures for securing your Token Receipt Address and the wallet software you use to access that address, and any other address, wallet, vault or other storage mechanism you use to receive, hold, or access Sale Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Sale Tokens. Notwithstanding any other provision of these Terms, Company shall not be responsible or liable for any damages, losses, costs, penalties, fines, or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure the wallet, vault or other storage mechanism you use to receive and hold Sale Tokens or the relevant access credentials; or (ii) the loss of or unauthorized use of any of your access credentials.

12. **Personal Information.** Company may determine, in its sole discretion, that it is necessary to obtain certain information about you or (if relevant) your beneficiaries, shareholders, beneficial owners, partners, directors, officers, or any other individuals connected

to you in order to comply with applicable laws or regulations or requests of any regulator in any relevant jurisdiction, in connection with selling Sale Tokens to you or providing the Services. You agree to provide Company such information promptly upon request, and any information you provide in respect of any third-party individuals may be collected, used, and disclosed by Company in order for Company or its Affiliates to comply with laws or regulations or requests of any regulator in any relevant jurisdiction. You acknowledge that Company may refuse to sell Sale Tokens to you or to provide Services, until you provide such requested information and Company has determined that it is permissible to sell you Sale Tokens and to provide the Services under applicable laws or regulations.

13. **Taxes.** Any amounts that you pay for Sale Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Sale Tokens, including, for example, sales, use, value added, and similar taxes. It is your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Sale Tokens.

14. **Company Representations and Warranties.** Company represents and warrants that:

(a) Company is a Cayman Islands Exempted Company, duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of the Cayman Islands, and has the power and authority to own, lease, and operate its properties and carry on its business as now conducted.

(b) The performance by Company of these Terms is within the power of Company and, other than with respect to the actions to be taken when Sale Tokens are to be sold to you, has been duly authorized by all necessary actions on the part of Company. These Terms constitute a legal, valid, and binding obligation of Company, enforceable against 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 Company, it is not in violation of (i) its current certificate of incorporation, (ii) any material statute, rule, or regulation applicable to Company or (iii) any material indenture or contract to which 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 Company.

(c) The performance and consummation of the transactions contemplated by these Terms do not and will not (i) violate any material judgment, statute, rule, or regulation applicable to Company, (ii) result in the acceleration of any material indenture or contract to which Company is a party or by which it is bound, or (iii) result in the creation or imposition of any lien upon any property, asset, or revenue of Company or the suspension, forfeiture, or nonrenewal of any material permit, license, or authorization applicable to Company, its business or operations.

15. **Your Representations and Warranties.** You represent and warrant that:

- (a) You have sufficient understanding of technical and business matters (including those that relate to the Services and Company ATMs), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the Sale Tokens;
- (b) You have read and understand the terms and conditions of these Terms (including all exhibits which are part of these Terms);
- (c) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;
- (d) You have obtained sufficient information about the Tokens, the Services and the Company ATMs to make an informed decision to purchase the Sale Tokens;
- (e) You understand that the Tokens confer only the right to receive Services in the ATM network and confer no other rights of any form with respect to the network or Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (f) You are purchasing Sale Tokens solely for the purpose of receiving Services, participating in the ATM network, and supporting the development, testing, deployment and operation of the ATM network, being aware of the commercial risks associated with Company and the ATM network. You are not purchasing Sale Tokens for any other purposes, including, but not limited to, any investment, speculative, or financial purpose;
- (g) Your purchase of Sale Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Sale Tokens and entering into contracts with Company, (ii) any governmental or other restrictions on the purchase or sale of the Sale Tokens, (iii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iv) any governmental or other consents that may need to be obtained;
- (h) You understand and acknowledge that Company is not registered with or licensed by any financial regulatory authority in the Cayman Islands or elsewhere. Accordingly, no Cayman Islands or other financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing Sale Tokens, nor have these Terms been filed with, or reviewed by, any Cayman Islands or other financial regulatory authority.
- (i) You understand and acknowledge that these Terms shall not be construed as an invitation (to the public in the Cayman Islands or otherwise) to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by Company, shall be construed as such.

(j) You agree to provide to Company, upon request, with proof of identity and/or source of funds and/or other documentation or other information that Company may require from time to time in connection with Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation and regulations.

(k) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Sale Tokens;

(l) If you are purchasing Sale Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

(m) You hereby certify that you are not (i) a citizen or resident of a geographic area in which use of the UpToken in connection with Protocol Utility is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company and cease using UpToken. Finally, you agree that you will not knowingly forward the Tokens to a party subject to U.S. or other applicable sanctions; and

(n) You will at all times maintain control of your Token Receipt Address and the private key and/or any account credentials associated with the Token Receipt Address, and will not share or disclose the private key or account credentials with any other party. If you transfer the Tokens to another address, you will similarly maintain control of, and not share or disclose the private key or account credentials for, such other address.

#### 16. **Indemnification.**

(a) To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless 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: (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any applicable law or the other person or entity.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 16(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

17. **Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) THE SALE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE SALE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SALE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SALE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SALE TOKENS OR THE DELIVERY MECHANISM FOR SALE TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 17 may not apply to you.

18. **Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (i) IN NO EVENT WILL COMPANY BE LIABLE FOR LOSS OF PROFITS OR 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 SALE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND 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 SALE TOKENS, EXCEED THE U.S. DOLLAR EQUIVALENT OF THE AMOUNT YOU PAID TO COMPANY FOR THE SALE TOKENS AS VALUED AT THE TIME OF YOUR PURCHASE.

(b) THE LIMITATIONS SET FORTH IN SECTION 18(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 18 may not apply to you.

19. **Release.** To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles, and including similar laws in other applicable jurisdictions, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

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

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets, or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type



of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) **Federal Arbitration Act.** These Terms affect interstate commerce and the enforceability of this Section 20 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

(d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at support@UpToken.org. Notice to you shall be by email to the email address provided to Company. Your notice must include (i) your name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 20, commence an arbitration proceeding or, to the extent specifically provided for in Section 20(a), file a claim in court.

(e) **Process.** Any arbitration will occur in King County, Washington. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The courts located in the state of Washington will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

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

(g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

21. **Governing Law and Venue.** These Terms will be governed by and construed and enforced in accordance with the laws of the state of Washington, without regard to conflict of law rules or principles (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

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

23. **Disruption Event.** In the event of a Disruption Event, Company shall have the right to suspend the Token Sale for up to forty-eight (48) hours. If Company elects to suspend the Token Sale, Company will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, Company will announce the resumption at least four (4) hours in advance. If Company suspends the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section 23, Company will determine in its sole discretion whether to (i) nevertheless end the Token Sale on the scheduled end date, or (ii) extend the Token Sale for a period equal to the Suspension Period. Company shall provide notice of its election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “**Disruption Event**” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum network or of the blockchain network underlying any of the accepted Purchase Currencies, and such disruption has a material adverse effect on the processing time for network transactions, or (ii) any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of any accepted Purchase Currency of twenty percent (20%) or more in any twenty four (24) hour period, or (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

24. **Token Sale Overage.** It is possible that, due to technical or other factors, the total purchases during the Token Sale may inadvertently exceed the Token Sale Limit (as defined in Exhibit B) by minimal amounts, which in no event shall exceed 2%.

25. **Miscellaneous.**

(a) Any notice required or permitted by these Terms will be deemed sufficient when sent by email to the email address you provided. If you fail to provide a valid email address, you waive your right to any notices by Company contemplated by this Agreement.

(b) Company may assign these Terms in whole, without your consent, in connection with a reincorporation to change Company’s domicile, or (i) in connection with any sale of all or substantially all of Company’s assets, or (ii) to any person or entity becoming the beneficial owner, directly or indirectly, of ownership interests representing more than fifty percent (50%) of the combined voting power of Company, or otherwise acquiring Company’s voting control.

(c) The exhibits to these Terms are a part of, and are hereby incorporated into, these Terms. In the event of any inconsistency between these Terms and the exhibits to these Terms, the terms and conditions contained in these Terms shall control.

(d) Company shall have the right to modify these Terms by providing you written notice of such modification, if Company reasonably believes that such amendment or modification is necessary to comply with changes in applicable laws or regulations or the regulatory environment. Your continued use or holding of the Sale Tokens you purchased shall constitute your acceptance of the modified terms.

(e) Neither party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is due to any cause beyond its control which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment, including but not limited to: acts of God, fire, flood, explosion, wars, terrorism, riots, civil disturbances and strikes, or other work stoppages.

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## **EXHIBIT A**

### **Creation and Allocation of Tokens**

1. Company intends to create 10,000,000,000 Tokens.
2. Of those, 8,000,000,000 will constitute the Sale Tokens available for purchase in the Token Sale.
3. An amount of Tokens equal to 25% of the Tokens sold in the Token Sale will be retained by the Company (the “**Company Tokens**”).
  - (a) The Company Tokens will be locked (cannot be sold or used) until a total of 500 Company ATMs have been deployed.
  - (b) Once unlocked, Company reserves the right to use the Company Tokens for any purposes at its sole discretion, including without limitation as rewards to incentivize use of Coinme ATMs and Services; provided, however, that in any calendar month, Company will not sell Tokens in excess of 20% of the number of Tokens distributed as loyalty rewards in the previous Calendar month.
4. Any Tokens remaining after the distribution of the Tokens sold in the Token Sale and the allocation of the Company Tokens to the Company will be destroyed.

## **EXHIBIT B**

### **Token Sale Pricing, Terms, and Conditions**

#### **1. Price; Purchase Currencies**

(a) Tokens will be priced in U.S. Dollars (“**USD**”).

(b) The base price is \$0.10 USD per Token. The base price will be subject to a discount that will begin at 20% for Tokens purchased during the first 24 hours of the Token Sale, and which will be reduced in subsequent time periods. The following chart sets forth the resulting USD price per token (the “**Per Token Price**”) that will be in effect for each 24-hour period of the Token Sale.

Day	24 Hr Period	Discount %	Effective Price USD
16-Oct-17	1	20%	\$.080 USD
17-Oct-17	2	16%	\$.084 USD
18-Oct-17	3	14%	\$.086 USD
19-Oct-17	4	12%	\$.088 USD
20-Oct-17	5	10%	\$.090 USD
21-Oct-17	6	10%	\$.090 USD
22-Oct-17	7	10%	\$.090 USD
23-Oct-17	8	10%	\$.090 USD
24-Oct-17	9	10%	\$.090 USD
25-Oct-17	10	10%	\$.090 USD
26-Oct-17	11	10%	\$.090 USD
27-Oct-17	12	10%	\$.090 USD
28-Oct-17	13	10%	\$.090 USD
29-Oct-17	14	10%	\$.090 USD
30-Oct-17	15	10%	\$.090 USD
31-Oct-17	16	10%	\$.090 USD
1-Nov-17	17	10%	\$.090 USD
2-Nov-17	18	10%	\$.090 USD
3-Nov-17	19	10%	\$.090 USD

4-Nov-17	20	10%	\$.090 USD
5-Nov-17	21	10%	\$.090 USD
6-Nov-17	22	10%	\$.090 USD
7-Nov-17	23	10%	\$.090 USD
8-Nov-17	24	10%	\$.090 USD
9-Nov-17	25	10%	\$.090 USD
10-Nov-17	26	10%	\$.090 USD
11-Nov-17	27	10%	\$.090 USD
12-Nov-17	28	10%	\$.090 USD
13-Nov-17	29	10%	\$.090 USD
14-Nov-17	30	10%	\$.090 USD
15-Nov-17	31	10%	\$.090 USD
16-Nov-17	32	10%	\$.090 USD
17-Nov-17	33	10%	\$.090 USD
18-Nov-17	34	10%	\$.090 USD
19-Nov-17	35	10%	\$.090 USD
20-Nov-17	36	10%	\$.090 USD
21-Nov-17	37	10%	\$.090 USD
22-Nov-17	38	10%	\$.090 USD
23-Nov-17	39	10%	\$.090 USD
24-Nov-17	40	10%	\$.090 USD
25-Nov-17	41	10%	\$.090 USD
26-Nov-17	42	9.5%	\$.0905 USD
27-Nov-17	43	9.0%	\$.091 USD
28-Nov-17	44	8.5%	\$.0915 USD
29-Nov-17	45	8.0%	\$.092 USD
30-Nov-17	46	7.5%	\$.0925 USD
1-Dec-17	47	7.0%	\$.093 USD
2-Dec-17	48	6.5%	\$.0935 USD
3-Dec-17	49	6.0%	\$.094 USD

4-Dec-17	50	5.5%	\$.0945 USD
5-Dec-17	51	5.0%	\$.095 USD
6-Dec-17	52	4.5%	\$.0955 USD
7-Dec-17	53	4.0%	\$.096 USD
8-Dec-17	54	3.5%	\$.0965 USD
9-Dec-17	55	3.0%	\$.097 USD
10-Dec-17	56	2.5%	\$.0975 USD
11-Dec-17	57	2.0%	\$.098 USD
12-Dec-17	58	1.5%	\$.0985 USD
13-Dec-17	59	1.0%	\$.099 USD
14-Dec-17	60	0.5%	\$.0995 USD
15-Dec-17	61	0.0%	\$.100 USD

(c) Purchases totaling over \$1 million USD will be subject to a discount of 30% for Tokens, if such purchases originate from a single cryptocurrency wallet and are paid using one of the Purchase Currencies. The 30% discount will be applied to the base price of \$.10 USD per Token, resulting in an effective price of \$.07 USD per Token (the “High-Volume Per Token Price”). The High-Volume Per Token Price is (1) applicable and will be applied to all qualifying purchases throughout the entire term of the Token Sale, and (2) not subject to, or combinable with, any other discounts. Company reserves the right to provide additional volume-based discounts.

(d) The following cryptocurrencies (“**Purchase Currencies**”) can be used to purchase Tokens in the Token Sale: bitcoin, Ethereum, XRP, Litecoin, and Bitcoin Cash.

(i) The Company will provide the address to which payments should be sent for each Purchase Currency (the “**Payment Address**”) at a custom URL that purchasers will receive after completing the Pre-Registration Form.

(ii) Company reserves the right to accept payment in other currencies on a case-by-case basis and at its sole discretion.

(e) You will receive a number of Tokens equal to the USD value of the Purchase Currency you send divided by the applicable Per Token Price.

(i) Company will calculate the USD value of payments at the time received by Company at the Payment Address for the Purchase Currency in question, utilizing exchange rate data from coinmarketcap.com.

(ii) Company reserves the right to utilize a different exchange rate source if, in Company's reasonable judgment, the data available from coinmarketcap.com appears to be inaccurate or manipulated. Such a change, if implemented, will be communicated on the homepage of UpToken.org.

## **2. Minimum Purchase Amounts**

Company will not accept purchases with a USD value of less than \$100 (the "**Minimum Purchase Amount**"). The foregoing notwithstanding, in order to protect purchasers from price volatility during the sale, Company will accept purchases equal to or exceeding the following amounts depending on the Purchase Currency sent: 0.05 BTC, 0.6 ETH, 1000 XRP, 4 LTC, or 0.5 BCH.

## **3. Company Right to Void Token Sale If Purchases Do Not Reach \$10,000,000**

If at the end of the Token Sale, the USD value of total purchases does not exceed \$10,000,000 USD, Company reserves the right to void the sale, and refund all funds to purchasers. Refunds will be issued in the amount of the Payment Currency in which you submitted payment. Refunds are not calculated in the USD equivalent. For example, a customer who sends in 2 ETH to purchase UpToken will be issued 2 ETH as a refund, in the event refunds are issued.

## **4. Token Sale Limit**

(a) Subject to the exception period described in Section 4(b) below, the Token Sale will be halted once the USD value of purchases reaches \$35,000,000 (the "**Token Sale Limit**").

(b) The Token Sale Limit will not apply during the first 12 hours of the Token Sale. Any funds confirmed as received by the Purchase Currency network during that window will be included in the Token Sale, even if the total of such purchases exceeds \$35,000,000. The only limitation during this 12-hour period is the 8,000,000,000 Tokens available for sale.

## **5. Pre-Registration; Required Information**

(a) In order to participate in the Token Sale you must complete the pre-registration form that will be made available by Company prior to the Token Sale on UpToken.org prior to sending any funds to Company (the "**Pre-Registration Form**"). In the form, you must specify:

- (i) the type of Purchase Currency you will send as payment;
- (ii) the network address, which you own and control, from which your payment will be sent;



(iii) a valid address, that you own and control, compatible with Ethereum network ERC-20 tokens, to which your purchased Tokens will be sent (the “**Token Receipt Address**”);

(iv) a valid email address; and

(v) any other information marked as required by the Pre-Registration Form (collectively, the “**Required Information**”).

(b) The Pre-Registration Form also asks how much Purchase Currency you will send. You may change your mind and send a different amount, as long as you send at least the Minimum Purchase Amount and the sending address is the same.

(c) In addition, you may (but are not required to) provide a name that you wish to have inscribed on a Company ATM.

(i) Names will be put on Company ATMs as they are deployed in the order that payment is received. Given space limitations, Company may not be able to inscribe all names received on a Company ATM.

(ii) Names are subject to editing for length and content.

(iii) Multiple names may be displayed on the same Company ATM. If you purchase more than USD \$10,000-worth of Tokens during the Token Sale you will be eligible to be the only name on an ATM.

(d) Funds sent without registration or funds sent before completing the Pre-Registration Form will be returned to sender.

(e) <https://uptoken.org/UpToken-whitepaper.pdf>

## **EXHIBIT C**

### **Whitepaper**

The UpToken whitepaper is available at the following link:

<https://uptoken.org/UpToken-whitepaper.pdf>

## **EXHIBIT D**

### **Certain Risks Relating to Purchase, Sale, and Use of Tokens**

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

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

#### ***1. 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 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. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures set forth for buying and receiving Tokens, including, for instance, if you provide the wrong address for the Purchaser Address, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

#### ***2. Risks Associated with the Ethereum Protocol***

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

#### ***3. 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 Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

#### ***4. Risk of Hacking and Security Weaknesses***

Hackers or other malicious groups or organizations may attempt to interfere with the ATM network or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the ATM network is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the ATM network, which could negatively affect the network and the Tokens, including the utility of the Tokens for obtaining Services. Hackers or other malicious groups or organizations may also attempt to get access to private keys or other access credentials in your Coinme Wallet or any other wallet, vault, or other storage mechanism used to receive and hold Tokens.

#### ***5. Risks Associated with Markets for Tokens***

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

#### ***6. Risk of Uninsured Losses***

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

#### ***7. 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 ATM network and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the ATM network and the Tokens. Regulatory actions could negatively impact the ATM network 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 of the parties involved in the purchase, sale and delivery thereof. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### ***8. Risks Arising from Taxation***

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

#### ***9. Risk of Insufficient Interest in the ATM Network or Distributed Applications***

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

#### ***10. Risks Associated with the Development and Maintenance of the ATM Network***

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

#### ***11. Risk of an Unfavorable Fluctuation of Purchase Currencies or UpToken Value***

If the value of one or more Payment Currencies or UpToken fluctuates unfavorably during or after the Token Sale, the Company team may not be able to fund development, or may not be able to develop or maintain the ATM network in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of one or more Payment Currencies or UpToken, including

another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

### ***12. Risk of Dissolution of the Company or the Coinme ATM Network***

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of one or more Payment Currencies or UpToken (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure to gain user adoption, the failure of commercial relationships, or intellectual property ownership challenges, the Coinme ATM network may no longer be viable to operate or the Company may dissolve.

### ***13. Risks Arising from Lack of Governance Rights***

Because Tokens confer no governance rights of any kind with respect to the ATM network or the Company, all decisions involving the Company's products or services within the ATM network 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 ATM network, to create and sell more Tokens for use in the ATM network, or to sell or liquidate the Company. These decisions could adversely affect the ATM network and the utility of any Tokens you own, including their utility for obtaining Services.

### ***14. Operational Risks***

The Company is a young company and the growth of the team and its capabilities may take longer than expected to result in the intended usefulness for the Tokens. The Tokens are just one product in a highly competitive market, and broad adoption by other users and developments by technology partners may take longer than expected. The usefulness of the Tokens depends on the extent of widespread adoption of Coinme ATMs by the marketplace.

### ***15. Technology Risks***

The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete and no assurance can be provided of such completion.

### ***16. Unanticipated Risks***

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