

THIS DOCUMENT AND ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY MOCHI, INC. DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN MOCHI, INC. OR ANY OF ITS AFFILIATES. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.

# MOCHI, INC.

## TERMS OF TOKEN SALE

**Last Updated:** December 19, 2017

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

Your purchase of Mobius Tokens (“MOBI”) from Mochi, Inc. (“Company,” “we,” or “us”) is subject to these Terms of Token Sale (“Terms”). Each of you and Company is a “Party,” and together the “Parties.”

This Agreement is made with you in reliance upon your representation to the Company, which by your acceptance hereof confirm that the MOBI Tokens that you will receive will be acquired with your own funds for an indefinite period for your own account, not as a nominee or agent on behalf of any other person. By executing this Agreement, you further represent that you do not have any contract, understanding or agreement with any person to purchase MOBI Tokens on such person’s behalf.

By purchasing MOBI from us and/or using MOBI in connection with the Services (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [tokens@mobius.network](mailto:tokens@mobius.network).

### You and Company agree as follows:

#### **1. Purpose and Use of MOBI in Connection with the Services**

MOBI are intended to function as a means to access the Mobius service and technology (the “Services”). Important additional details regarding the Services are provided in Exhibit A.

Ownership of MOBI carries no rights, express or implied, other than as a means to access the Services. In particular, you understand and accept that MOBI do not represent or confer any

ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates or its property, other than rights relating to the receipt of Services, subject to limitations and conditions in these Terms and applicable Mobius Terms and Policies (as defined below). MOBI are not intended to be a security, commodity or any other kind of financial instrument.

## **2. Scope of Terms**

The use of MOBI in connection with the Services may be governed by other applicable terms and policies (collectively, the “Mobius Terms and Policies”). Any Mobius Terms and Policies we promulgate will be available at <https://mobius.network/terms>. We may add terms or policies to the Mobius Terms and Policies in our sole discretion, and may update each of the Mobius Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Mobius Terms and Policies shall control with respect to any issues relating to the use of MOBI in connection with the Services.

## **3. Cancellation; Refunds; Refusal of Purchase Requests**

Your purchase of MOBI from us is final, and there are no refunds or cancellations except (a) as may be required by applicable law or regulation, or (b) as otherwise determined by us in our sole discretion prior to the completion of the distribution of the MOBI following completion of the MOBI sale. We reserve the right to refuse or cancel MOBI purchase requests at any time in our sole discretion.

## **4. MOBI Sale Procedures and Specifications**

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

## **5. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing MOBI, holding MOBI, and using MOBI in connection with the Services, as disclosed and explained in Exhibit C. If you have any questions regarding these risks, please contact us at [tokens@mobius.network](mailto:tokens@mobius.network). BY PURCHASING MOBI, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## **6. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold MOBI you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage

mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your MOBI. We are not responsible for any such losses.

## **7. Personal Information**

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling MOBI to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell MOBI to you until you provide such requested information and we have determined that it is permissible to sell you MOBI under applicable law or regulation.

## **8. Taxes**

The purchase price that you pay for MOBI is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of MOBI, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of MOBI.

## **9. Representations and Warranties**

By purchasing MOBI from us, you represent and warrant that:

- You have read and understand these Terms (including all Exhibits);
- You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin, Ether, and Stellar Lumens, token storage mechanisms (such as Stellar accounts), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing MOBI;
- You have obtained sufficient information about MOBI to make an informed decision to purchase MOBI;
- You understand the restrictions and risks associated with the creation of MOBI as set forth herein, and acknowledge and assume all such risks;
- You understand, acknowledge and assume the risks associated with the purchase, holding and use of MOBI in connection with the Services and Platform, as explained and disclosed in Section 5 and Exhibit C;
- You understand that MOBI confer only the right to access the Services, and confer no other rights of any form with respect to the Company or its corporate affiliates or property, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- You are purchasing MOBI solely for the purpose of accessing Services, being aware of the commercial risks associated with the Company and Mobius. You are not purchasing

MOBI for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;

- Your purchase of MOBI complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing MOBI, using MOBI, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of MOBI;
- If you are purchasing MOBI on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- You are not resident or domiciled in New York State or purchasing MOBI from a location in New York State; and
- You are not, nor are you an agent of, (i) a citizen or resident of a country or territory in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a country or territory that is subject to sanctions or embargoes imposed by the United States or any other country, or (iii) an individual or entity, nor an individual or entity employed by, acting on behalf of, or affiliated 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 and Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List (collectively, "Restricted Party Lists"). You further agree that you will not use the MOBI or Services in connection with transactions (i) in any country or territory that is subject to U.S. or other sanctions or embargoes, (ii) with any individual or entity that is identified on the Restricted Party Lists, nor (iii) otherwise prohibited by U.S. sanctions and export control laws and regulations including the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control, 31 C.F.R. §§ 500-599, and the Export Administration Regulations, 15 C.F.R. §§ 730-774. You agree that if your country of residence or any other circumstances change such that the above representations are no longer accurate, then you will immediately cease using the Services and notify the Company. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

## **10. Transfer of Title; Risk of Loss**

You acknowledge and agree that transfer of title to, and risk of loss of, MOBI pursuant to the Token Purchase Agreement will pass from Company to you, and will occur, in the Cayman Islands.

## **11. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of MOBI, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 11. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **12. Disclaimers**

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

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

## **13. Limitation of Liability**

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF MOBI OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE MOBI, EXCEED THE AMOUNT YOU PAY TO US FOR MOBI.

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

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

#### **14. 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 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.

#### **15. 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.

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

binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**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.

**Federal Arbitration Act.** The enforceability of this Section 15 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.

**Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any 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 [notice@mobius.network](mailto:notice@mobius.network). Notice to you shall be by email to the then-current email address in your Account. 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 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15, file a claim in court.

Any arbitration will occur in San Mateo County, California. 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 state and federal courts located in San Mateo County, California 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.

**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.

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

## **16. Governing Law and Venue**

These Terms will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

## **17. 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.

## **18. Miscellaneous**

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



# Exhibit A

## Description of Company, Mobius, and MOBI:

### **1. Overview of Company**

The Company is incorporated in the Cayman Islands as an Exempt Company with Limited Liability and will have primary responsibility for the provision of Services and for administering the development of Mobius.

### **2. Overview of Mobius and MOBI Functionality**

Mobius currently provides one use case to users:

1. Receiving credits in the Mobius DApp Store currently at <https://mobius.network/store>.

# Exhibit B

## Token Sale Procedures and Specifications

### 1. Total Number of MOBI to be Created and Sold

The Company will create 888,000,000 MOBI. Of the total pool of MOBI created, a pool of 288,600,000 MOBI have been pre-allocated to the Company (“Company MOBI”), a pool of 288,600,000 MOBI have been pre-allocated for the Community (“Community MOBI”), and the remaining 310,800,000 MOBI are pre-allocated for sale.

The Company will sell 266,400,000 MOBI in the Public Token Sale.

All MOBI will be of equal value and functionality.

### 2. Eligible Cryptocurrencies

Participation in the Company’s Public Token Sale is possible through the following cryptocurrencies: XLM, BTC, and ETH.

Please refer to the “Mobius Token Sale Economics” available at <https://medium.com/mobius-network/mobius-token-sale-economics-c8de6d8ed8fc> for discussion of the pricing of the cryptocurrencies.

### 3. Commencement and Duration of the Token Sale

Please refer to the “Mobius Token Sale Economics” available at <https://medium.com/mobius-network/mobius-token-sale-economics-c8de6d8ed8fc> for discussion of the commencement and duration of the Token Sale.

The Company reserves the right to shorten the Token Sale of MOBI at any time for any reason.

### 4. Pricing of MOBI Tokens

Please refer to the “Mobius Token Sale Economics” available at <https://medium.com/mobius-network/mobius-token-sale-economics-c8de6d8ed8fc> for discussion of the pricing of the MOBI Tokens.

# Exhibit C

## Certain Risks Relating to Purchase, Sale and Use of MOBI

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

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

### **1. Risk of Losing Access to MOBI 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 MOBI stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing MOBI will result in loss of such MOBI. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your MOBI. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store MOBI, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your MOBI.

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

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

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

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

#### **4. Risk of Uninsured Losses**

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

#### **5. Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of MOBI 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. 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 Mobius and MOBI. Regulatory actions could negatively impact Mobius and MOBI in various ways, including, for purposes of illustration only, through a determination that MOBI are a regulated financial instrument or security that require registration and/or licensing. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### **6. Risks Arising from Taxation**

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

#### **7. Risk of Alternative Platforms**

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying Mobius and attempt to facilitate services that are materially similar to the Services. Mobius may compete with these alternative platforms, which could negatively impact Mobius and MOBI, including MOBI's utility for obtaining Services. The Company will seek to limit such competition through the filing for and use of patents, yet there are risks that the Company will be unsuccessful in doing so.

#### **8. Risk of Insufficient Interest in Mobius or Distributed Applications**

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

## **9. Risks Associated with the Development and Maintenance of Mobius**

Mobius is still under development and may undergo significant changes over time. Although we intend for MOBI and Mobius to follow the specifications set forth in Exhibit A, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of MOBI or Mobius for any number of legitimate reasons. This could create the risk that MOBI or Mobius, as further developed and maintained, may not meet your expectations at the time of purchasing MOBI. Furthermore, despite our good faith efforts to develop and maintain Mobius, it is still possible that Mobius will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact Mobius and the potential utility of MOBI, including its utility for obtaining Services.

## **10. Risk of Dissolution of the Company**

It is possible that, due to any number of reasons, including, but not limited to, the failure of commercial relationships, or intellectual property ownership challenges, Mobius may no longer be viable to operate and the Company may dissolve.

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

Because MOBI confer no governance rights of any kind with respect to Mobius or Company, all decisions involving Mobius or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue Mobius, to sell more MOBI for use in Mobius, or to sell or liquidate the Company. These decisions could adversely affect Mobius and the utility of MOBI that you hold, including MOBI's utility for obtaining Services.

## **12. Unanticipated Risks**

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