

## LaborCrypto

### Token Sale Terms and Conditions

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE OR PURCHASING LBRS TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH LABORCRYPTO. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION SECTION. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF LBRS TOKENS AND NAVIGATE AWAY FROM THE LABORCRYPTO WEBSITE.

These Terms & Conditions and any terms expressly incorporated herein (the “Agreement”) govern the purchase (the “Purchase”) by you (“Purchaser” or “you”) of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “LBRS Tokens”) from LaborCrypto LLC, a private limited company incorporated in the Cayman Islands. (“LaborCrypto”, “Company”, “us”, “our” or “we”) during the token sale period (the “Sale Period”), your use of the related ERC-20 LaborCrypto token contract (the “LBRS Token Smart Contract”), and your use of the LBRS Token Sale contract (the “LaborCrypto Smart Sales Contract”) (the “LBRS Token Smart Contract” and the “LaborCrypto Smart Sale Contract” are referred to, collectively, herein as the “LaborCrypto Smart Contracts”). Purchaser and LaborCrypto are herein referred to individually as a “Party” and, collectively, as the “Parties”. There may be other entities within the LaborCrypto group of companies from time to time (“LaborCrypto Companies”) that will develop, manage and/or operate the LaborCrypto Platform (as defined in Section 1.2 below) (or parts thereof) and references in these Terms & Conditions to LaborCrypto shall be to LaborCrypto, the LaborCrypto Companies and their respective successors and assigns.

Note for persons and entities associated with the United States of America.

IF YOU ARE A CITIZEN, GREEN CARD HOLDER OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED STATES OF AMERICA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF

THE UNITED STATES OF AMERICA (COLLECTIVELY, “USA PERSONS”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE LBRS TOKENS OR USE THE LABORCRYPTO SMART CONTRACT OR THE LABORCRYPTO SMART SALE CONTRACT. USA PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING CONTRIBUTIONS TO LABORCRYPTO AND USING THE LABORCRYPTO SMART CONTRACTS. LBRS TOKENS MAY NOT BE MARKETED, OFFERED, OR SOLD DIRECTLY OR INDIRECTLY TO USA PERSONS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO LBRS TOKENS, MAY BE SUPPLIED TO USA PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF LBRS TOKENS TO USA PERSONS. USA PERSONS THAT PARTICIPATE IN THE LBRS TOKEN SALE BY PROVIDING FALSE OR INNACURATE INFORMATION ABOUT THEIR CITIZENSHIP, RESIDENCY, NATIONALITY, SHALL BE IN BREACH OF THESE T&CS AND SHALL INDEMNIFY LABORCRYPTO IN RESPECT OF ANY DAMAGES AND/OR LOSES SUFFERED DUE TO THIS BREACH IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS SET OUT IN THESE T&CS.

Note for persons and entities associated with the People’s Republic of China.

FOR RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, DOES NOT INCLUDE HONG KONG, MACAU, OR TAIWAN) ONLY: IF YOU ARE CITIZEN OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE PEOPLE’S REPUBLIC OF CHINA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE PEOPLE’S REPUBLIC OF CHINA (COLLECTIVELY, “PRC PERSONS”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE LBRS TOKENS OR USE THE LABORCRYPTO SMART CONTRACT OR THE LABORCRYPTO SMART SALE CONTRACT. PRC PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM USING THE LABORCRYPTO SMART CONTRACTS. LBRS TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO PRC PERSONS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO LBRS TOKENS, MAY BE SUPPLIED TO PRC PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF LBRS TOKENS TO PRC PERSONS.

Note for persons and entities associated with the Republic of Korea (South Korea).

FOR RESIDENTS OF SOUTH KOREA (“SOUTH KOREA PERSONS”): THIS AGREEMENT IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, AN OFFERING OF SECURITIES IN SOUTH KOREA. LABORCRYPTO MAY NOT MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS AGREEMENT TO ACQUIRE THE LBRS TOKENS UNDER THE LAWS OF SOUTH KOREA, INCLUDING, WITHOUT LIMITATION, THE SECURITIES AND EXCHANGE ACT AND THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER. THE LBRS TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES AND EXCHANGE ACT, SECURITIES INVESTMENT TRUST BUSINESS ACT OR THE SECURITIES INVESTMENT COMPANY ACT OF SOUTH KOREA, AND NONE OF THE LBRS TOKENS MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA.

Note for persons and entities associated with other jurisdictions unfriendly toward cryptocurrencies.

FOR RESIDENTS OF CUBA, IRAN, NORTH KOREA, AND SYRIA: LBRS TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN CUBA, IRAN, NORTH KOREA, OR SYRIA, OR ANY OTHER COUNTRY OR TERRITORY THAT IS SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS. THE INFORMATION CONTAINED IN THIS SITE AND THIS AGREEMENT DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, OR AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT, OR SOLICITATION OF AN OFFER TO BUY SECURITIES. LABORCRYPTO TOKENS ARE NOT AN INVESTMENT. LBRS TOKENS ARE NOT INVESTMENT AND THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF LBRS TOKENS ALONE.

THE SITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. LBRS TOKENS MAY NOT BE PURCHASED THROUGH THE SITE BY ANYONE UNDER THE AGE OF 18. BY USING THE SITE AND/OR PURCHASING LBRS TOKENS THROUGH THIS SITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.

If you have any questions relating to these Terms & Conditions, please contact us at support@LaborCrypto.com.

## 1. SCOPE OF TERMS

1.1. Scope. Unless otherwise stated herein, this Agreement governs only your Purchase of LBRS Tokens from us during the Sale Period, and your corresponding use of the LaborCrypto Smart Contracts. [L]  
[SEP]

1.2. Platform Terms of Use. Any future potential use of any LaborCrypto Tokens in connection with providing or receiving services on the LaborCrypto platform (the “LaborCrypto Platform”) will be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”), which will be made available on the LaborCrypto Platform website when the LaborCrypto services are operational. The planned services to be offered through the LaborCrypto Platform, which is subject to change, is set forth in the White Paper (see Section 1.4, below). We may add new terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict between this Agreement and the Platform Terms and Policies, this Agreement shall govern your Purchase, and the Platform Terms and Policies shall govern your use of the LaborCrypto Platform.

[L]  
[SEP]

1.3. Website Terms of Use. Use of this website (<https://www.LaborCrypto.com>) (our “Site”) is governed by terms of use, as may be amended from time to time (the “Terms of Use”), which can be found through the Terms of Use link. Those Terms of Use are hereby incorporated by reference. Purchaser has read, understands, and agrees to those Terms of Use. [L]  
[SEP]

1.4. White Paper. LaborCrypto has prepared a white paper, available on our Site, (<https://www.LaborCrypto.com/WhitePaper>) which describes the proposed uses of the LBRS Tokens (the “White Paper”). The White Paper is of a descriptive nature only and is not binding and do not form part of these Terms and Conditions.

## 2. LBRS TOKEN SALE PROCEDURES AND SPECIFICATIONS

- 2.1. General. LaborCrypto intends to allocate and distribute a limited number of LBRS Tokens (the “LBRS Token Sale”). Important information about the procedures and specifications of our LBRS Token Sale is provided in Exhibit A, including, but not limited to, details regarding the timing and pricing of the LBRS Token Sale, the amount of LBRS Tokens we will sell and our anticipated use of the LBRS Token Sale proceeds. BY PURCHASING LBRS TOKENS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND HAVE NO OBJECTION TO THESE PROCEDURES AND SPECIFICATIONS. [L] [SEP]
- 2.2. Final Sale. Your Purchase of LBRS Tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel LBRS Token purchase requests at any time in our sole discretion. [L] [SEP]
- 2.3. Not Currently an Offering of Securities. Purchaser acknowledges and agrees that the sale of LBRS Tokens and the LBRS Tokens themselves are not a share or equity interest, debt or loan nor a derivative instrument of any of the foregoing. Purchaser acknowledges that LBRS Tokens may be defined as securities in the future by various securities regulators in their relative jurisdictions. Currently, other ICO’s commonly refer to tokens similar to LBRS Tokens as security tokens. This Agreement and all other documents referred to in this Agreement, do not constitute a prospectus or offering document and are not an offer to sell nor the solicitation of an offer to buy a share, equity interest or debt nor a derivative interest of any of the foregoing. LaborCrypto is filing securities registrations and following other U.S. and other jurisdictional securities regulations in order to err on the side of caution because the current regulatory framework is unclear.
- 2.4. Revenue Sharing & Token Use. Purchaser acknowledges and understands ownership of the LBRS Token entitles the owner to participate in the LBRS Revenue Sharing pool which shares a pro rata portion of 5% of platform revenue with token holders. The Purchase of LBRS Tokens pursuant to this Agreement will not gain value unless the platform earns revenue. LBRS Tokens may not be transferred until completion of the Sale Period and may subject to certain holding periods periods as set forth below in Exhibit A. Purchaser acknowledges,

understands and agrees that Purchaser should not expect, and there is no guarantee or representation or warranty by LaborCrypto, that (a) LBRS Tokens will be listed for trading on any exchange, or (b) the LaborCrypto Platform will be adopted as described in the White Paper and not in a different or modified form. <sup>[1]</sup><sub>[SEP]</sub>

2.5. Transfer. Purchaser agrees that if Purchaser determines to transfer LBRS Tokens, Purchaser will not portray LBRS Tokens to prospective transferees as an investment opportunity to obtain an economic benefit or profit outside of the pre-described revenue sharing rights.

2.6. Utility Value. The LaborCrypto Token, LBRS, will not initially or possibly ever have utility value for use on the LaborCrypto Platform.

2.7. LaborCrypto Utility Tokens. A LaborCrypto Utility Token, LBR, will be airdropped at no cost. The utility token, LBR, will be the medium of exchange for services on the LaborCrypto Platform. The LBR token will initially be the only method for payment on the LaborCrypto platform. It will also entitle holders to a revenue sharing program that is based on each holder's individual activity on the LaborCrypto Platform. Platform users' individual activity will be determined by their completed transactions paying for services or rendering services on the LaborCrypto Platform.

### 3. NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The Purchase of LBRS Tokens (a) does not provide Purchaser with rights of any type with respect to LaborCrypto or its assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not a loan to LaborCrypto and (c) does not provide Purchaser with any ownership or other interest in LaborCrypto.

3.2. Intellectual Property. LaborCrypto retains all right, title, and interest in all of LaborCrypto's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information, and data, whether or not protectable by patent, copyright, or trademark. Purchaser may not use any of LaborCrypto's intellectual property for any reason without LaborCrypto's prior written consent. <sup>[1]</sup><sub>[SEP]</sub>

#### 4. RISKS

4.1. Acknowledgement. You expressly acknowledge that you have carefully reviewed and understand and assume the risks associated with purchasing, holding and using LBRS Tokens and using the corresponding LaborCrypto Token Smart Contract, as disclosed and explained in Exhibit B.

BY PURCHASING LBRS TOKENS USING THE LABORCRYPTO SMART CONTRACTS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS, INCLUDING THAT LBRS TOKENS MAY HAVE NO VALUE.

#### 5. AUDIT OF THE SMART CONTRACT SYSTEM

5.1. LaborCrypto shall exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code. <sup>[1]</sup><sub>[SEP]</sub>

5.2. Notwithstanding Section 5.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and LBRS Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USD, ETH and/or BTC contributions and/or LBRS Tokens. <sup>[1]</sup><sub>[SEP]</sub>

#### 6. SECURITY

6.1. Your Obligations. You are responsible for implementing reasonable measures for secure access to the device, wallet, vault, or other storage mechanism you use to Purchase, receive and hold LBRS Tokens you Purchase from us, including any requisite private key(s), usernames, passwords or other login or 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 LBRS Tokens. We are not responsible for any such losses. You understand and agree that all Purchases of LBRS Tokens are non-refundable and you will not receive money or other compensation for any LBRS Tokens purchased.

6.2. KYC process. You accept that you will receive your LBRS ONLY after having successfully passed through our KYC process (which may include a geographic and individual sanctions check). This means that LBRS will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening you will not receive your LBRS. In the case that you do not successfully pass the KYC screening, you agree that LaborCrypto will hold your funds until the LBRS are fully distributed. You agree that LaborCrypto may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase LBRS will not be automatically refunded to you without first submitting a refund request and that a refund request MUST be submitted within 6 (six) weeks of the ICO end date. A valid user account on the LaborCrypto platform is required to receive your Tokens because your Tokens will be delivered to this account.

## 7. PERSONAL INFORMATION <sup>[L]</sup><sub>[SEP]</sub>

7.1. Privacy Policy. Please refer to our Privacy Policy for information about how we collect, use and share your information.

## 8. TAXES

8.1. Tax Treatment. The purchase price that you pay for LBRS Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Purchase of LBRS Tokens, 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 LBRS Tokens.

8.2. Acknowledgement. You acknowledge, understand and agree that (a) the Purchase and receipt of LBRS Tokens may have tax consequences for

you, (b) you are solely responsible for compliance with your tax obligations, and (c) LaborCrypto bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of LBRS Tokens or any other action or transaction related to the LaborCrypto Platform or the LBRS Token Sale.

## 9. REPRESENTATIONS AND WARRANTIES

9.1. Representations by Purchaser. By purchasing LBRS Tokens, you represent and warrant that:

9.1.1. You have read and understand this Agreement (including all Exhibits) and the White Paper; <sup>[1]</sup><sub>[SEP]</sub>

9.1.2. You have the necessary authority and consent to accept these Terms & Conditions, to enter into a binding agreement with LaborCrypto and to perform the obligations set out herein; <sup>[1]</sup><sub>[SEP]</sub>

9.1.3. The acceptance of these Terms & Conditions and the entry into a binding agreement with LaborCrypto shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty, or commitment to which the Purchaser is a party or by which the Purchaser is bound; <sup>[1]</sup><sub>[SEP]</sub>

9.1.4. You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain computing and cryptographic tokens and other digital assets, smart contracts, token storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of your Purchase of LBRS Tokens, including, but not limited to, the matters set forth in this Agreement and to appreciate the risks and implications of purchasing LBRS Tokens, and you are able to bear the risks thereof, including loss

of all amounts paid, loss of LBRS Tokens and liability to the LaborCrypto Parties (as defined in Section 11.1) and others for your acts and omissions, including, without limitation, those constituting breach of this Agreement, negligence, fraud or willful misconduct;

9.1.5. You have obtained sufficient information about LBRS Tokens to make an informed decision to Purchase LBRS Tokens; <sup>[L]</sup><sub>[SEP]</sub>

9.1.6. You understand that LBRS Tokens confer no rights of any form with respect to LaborCrypto, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights; <sup>[L]</sup><sub>[SEP]</sub>

9.1.7. You are not a USA Person, a PRC Person, a South Korea Person, or a person located, organized or resident in Cuba, Iran, North Korea, Syria, or the Crimea Region, or any other country or territory that is subject of world-wide or territory wide sanctions; nor are you making a contribution for the purchase of LBRS Tokens for or on behalf of any such person or entity; <sup>[L]</sup><sub>[SEP]</sub>

9.1.8. You have all requisite power and authority to execute and deliver this Agreement, to use the LaborCrypto Smart Contracts, to Purchase LBRS Tokens and to carry out and perform your obligations under this Agreement;

9.1.9. If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to Purchase LBRS Tokens; <sup>[L]</sup><sub>[SEP]</sub>

9.1.10. If you are an entity, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business; <sup>[L]</sup><sub>[SEP]</sub>

9.1.11. Your Purchase of LBRS Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (a) legal capacity and any other threshold requirements in your jurisdiction for the Purchase of LBRS Tokens and entering into this Agreement with us, (b) any foreign exchange or regulatory restrictions applicable to such Purchase, and (c) any governmental or other consents that may need to be obtained;

9.1.12. You will comply with any tax obligations applicable to you arising from your Purchase of LBRS Tokens; <sup>[L]</sup><sub>[SEP]</sub>

9.1.13. The funds, including any fiat, virtual currency or cryptocurrency you use to Purchase LBRS Tokens, are not derived from or related to any unlawful activities, including, but not limited to, money laundering, or terrorist financing (See Sections 8.1, 9.21, 21), and you will not use the LBRS Tokens to finance, engage in or otherwise support any unlawful activities; <sup>[L]</sup><sub>[SEP]</sub>

9.1.14. All payments by you under this Agreement will be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.) as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time; <sup>[L]</sup><sub>[SEP]</sub>

9.1.15. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with or constitute a default under, with or without the passage of time or the giving of notice (a) any provision of Purchaser’s organizational documents, if applicable, (b) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your assets are subject, (c) any agreement, obligation, duty or commitment to which you are a party or by which you are bound or (d) any laws, regulations or rules applicable to you; <sup>[L]</sup><sub>[SEP]</sub>

9.1.16. The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than you; <sup>[L]</sup><sub>[SEP]</sub>

9.1.17. To the extent required by applicable law, you comply with all anti money-laundering (“AML”) and counter the financing of terrorism (“CFT”) requirements, including, but not limited to, (a) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended (i.e., the Bank Secrecy Act), (b) any applicable money laundering statutes of all jurisdictions in which you are located,

resident, organized or operate, and the rules and regulations thereunder, and/or (c) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which you are subject ((a) through (c) collectively, the “AML/CFT Laws”);

9.1.18. Neither you, nor any person having a direct or indirect beneficial interest in you or LBRS Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of LBRS Tokens, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or any other applicable jurisdictions (collectively, “Sanctions”), (b) is located, organized or resident in Cuba, Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (c) is listed in any Sanctions related list of sanctioned persons, including, but not limited to, those maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (a) through (c);

9.1.19. Any contribution to be made by you for the purchase of LBRS Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

9.1.20. You shall not use LBRS Tokens to finance, engage in, or otherwise support any unlawful activities;

9.1.21. If you are purchasing LBRS Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity’s behalf and such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to “you” in this Agreement refer to you and such entity jointly);

9.1.22. You shall provide an accurate digital wallet address to LaborCrypto for receipt of any LBRS Tokens distributed to you by LaborCrypto;

9.1.23. You understand and accept the risks of contributing to early stage blockchain start-up business and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms & Conditions; and

9.1.24. In connection with the purchase of the LBRS, you represent to LaborCrypto the following: You will provide to LaborCrypto, or to our nominee, immediately upon request, information that any of the two of us, in any of our sole discretion, deem necessary or appropriate in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any “Know Your Customer” requirements and policies or any judicial process. Such information or documents may include but are not limited to, passports, driver’s licenses, utility bills, photographs, government identification cards or sworn statements, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized formation documents, and we, or our nominee, may keep a copy of such information and disclose such information and documents in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that LaborCrypto may refuse to distribute LBRS Tokens to you until such requested information is provided.

9.2. Covenants of Purchaser. By purchasing LBRS Tokens, you covenant with LaborCrypto not to enter into or agree or attempt to enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, directly or indirectly, with any USA Person, PRC Person, South Korea Person or any person resident of, or located or domiciled in Cuba, Iran, North Korea, Syria, or any other country or territory that is subject of country-wide or territory-wide sanctions, to sell, lend, transfer, assign or otherwise dispose of or cease to exercise control of all, or part of any interest in any LBRS Tokens.

## 10. INDEMNIFICATION

10.1. **Scope of Indemnity.** To the fullest extent permitted by applicable law, Purchaser will indemnify, defend, and hold harmless LaborCrypto and its 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 “LaborCrypto Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses of any kind (including attorneys’ fees) arising from or relating to (a) Purchaser’s purchase or use of the LBRs Tokens, (b) Purchaser’s use of the LaborCrypto Smart Contracts, (c) Purchaser’s responsibilities or obligations under this Agreement, (d) Purchaser’s breach or violation of this Agreement, (e) any inaccuracy in any representation or warranty of Purchaser, (f) Purchaser’s violation of any rights of any other person or entity and/or (g) any act or omission of Purchaser that is negligent or unlawful, or constitutes willful misconduct.

10.2. **LaborCrypto Rights.** LaborCrypto reserves the right, at its option, to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11.1. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between you and LaborCrypto.

## 11. DISCLAIMERS

11.1. **Disclaimer by LaborCrypto.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) LBRs TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE LBRs TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, UTILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE LBRs TOKENS OR THE LABORCRYPTO SMART CONTRACTS ARE RELIABLE, CURRENT, ERROR-FREE OR MEET YOUR SPECIFIC REQUIREMENTS, OR THAT DEFECTS IN THE LBRs TOKENS OR LABORCRYPTO SMART CONTRACTS WILL

BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT (i) THAT THE LBRS TOKENS, THE DELIVERY MECHANISM FOR LBRS TOKENS OR THE LABORCRYPTO SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (ii) THE ABILITY OF ANYONE TO PURCHASE OR USE THE LBRS TOKENS, AND (iii) THAT THE PROCESS OF PURCHASING THE LBRS TOKENS, RECEIVING THE LBRS TOKENS OR USING THE LABORCRYPTO SMART CONTRACTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE LBRS TOKENS OR LABORCRYPTO SMART CONTRACTS ARE RELIABLE AND ERROR-FREE. AS A RESULT, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT PURCHASER MAY NEVER RECEIVE LBRS TOKENS AND MAY LOSE THE ENTIRE AMOUNT PURCHASER PAID TO LABORCRYPTO.

11.2. Exclusions. Some jurisdictions do not allow for the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

## 12. LIMITATION OF LIABILITY

12.1. No Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LABORCRYPTO NOR THE LABORCRYPTO PARTIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PURCHASE OF LBRS TOKENS, OR YOUR USE OF THE LABORCRYPTO SMART CONTRACTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PURCHASE PROCESS IS TO NOT MAKE A PURCHASE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF LABORCRYPTO FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US FOR THE LBRS TOKENS. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS

MISCONDUCT OF LABORCRYPTO NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

12.2. Exclusions. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

### 13. DATA PROTECTION

13.1. If we make an information request in accordance with Section 9.1.25, we may require you to provide information and documents relating to (without limitation):

- your identity; <sup>[[ ]]</sup><sub>SEP</sub>
- your address; <sup>[[ ]]</sup><sub>SEP</sub>
- the source of funds used for the purposes of purchasing LBRs Tokens; <sup>[[ ]]</sup><sub>SEP</sub> and/or <sup>[[ ]]</sup><sub>SEP</sub>
- any other documents or data from which you can be identified <sup>[[ ]]</sup><sub>SEP</sub> (together your “Personal Data”). <sup>[[ ]]</sup><sub>SEP</sub>

13.2. We will not disclose your Personal Data except as expressly permitted under these Terms & Conditions and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these Terms & Conditions, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

13.3. We shall process your Personal Data in accordance with the Data Protection Law, 2017, as may be amended (“Data Protection Law”), as well as the EU Data Protection Directive (“GDPR”), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- the purchase of LBRS Tokens and the processing of transactions related to the LBRS Token Sale pursuant to these Terms & Conditions;
  - providing you with information about us and our range of services;
  - compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
  - management of enquiries and complaints;
  - opening, maintaining or operating a bank account in the Company's name;
  - subject to Section 15, resolving any Disputes with you;
  - producing summary information for statistical, regulatory and audit purposes; and/or
  - any other reasonable purposes in accordance with applicable law. <sup>[L]</sup><sub>[SEP]</sub>
- 13.4. Under the Data Protection Law, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights. <sup>[L]</sup><sub>[SEP]</sub>
- 13.5. You agree that we may, for the purposes set out in Section 14.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms & Conditions you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing. <sup>[L]</sup><sub>[SEP]</sub>
- 13.6. You acknowledge, accept and understand that these Terms & Conditions, insofar as they relate to the controlling and processing of your Personal Data by LaborCrypto, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in Section 14.3, In order to access the LaborCrypto Platform and provide or receive services therein or otherwise use and interact with the LaborCrypto Platform, you will be required to accept the Platform Terms and Policies which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the LaborCrypto Platform.

#### 14. DISPUTE RESOLUTION; ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- 14.1. 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 the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms & Conditions resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company agree to 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. <sup>[1]</sup><sub>[SEP]</sub>
- 14.2. No Class Arbitrations, Class or Representatives Actions: Any Dispute arising out of or related to these Terms & Conditions is personal to you and the 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.
- 14.3. Arbitration Rules: Any dispute arising out of or in connection with these Terms & Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (“LCIA Rules”), which are available at

[http://www.lcia.org/Dispute\\_Resolution\\_Services/lcia-arbitration-rules2014.aspx](http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules2014.aspx) and are deemed to be incorporated by reference in this Section 15. By agreeing to be bound by these Terms & Conditions, you either (i) acknowledge and agree that you have read and understood the LCIA Rules, or (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason. <sup>[L]</sup><sub>[SEP]</sub>

- 14.4. 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 the Company shall be sent by e-mail to the Company at support@LaborCrypto.com.

Notice to you shall be sent to any address you provide to us in writing in a notice. 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 the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15.1, file a claim in court. <sup>[L]</sup><sub>[SEP]</sub>

- 14.5. Process. Any arbitration will occur in the Cayman Islands, State of Delaware, or a place mutually agreed by the parties. The location shall also be the seat of arbitration. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms & Conditions ***shall be the substantive law of the Cayman Islands and the Cayman Islands court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.***
- 14.6. Authority of Arbitrator. These Terms & Conditions, the applicable LCIA Rules and 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 or class action, which is prohibited by these Terms & Conditions. 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. <sup>[1]</sup><sub>[SEP]</sub>

14.7. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent applicable and 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 15.2 above are severable from the other provisions of these Terms & Conditions and will remain valid and enforceable, except as prohibited by applicable law. <sup>[1]</sup><sub>[SEP]</sub>

## 15. ELECTRONIC NOTICES

15.1. Consent to Electronic Delivery. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively "Communications") that LaborCrypto provides in connection with your Purchase of LBRS Tokens or use of the LaborCrypto Smart Contracts. You agree that LaborCrypto may provide these Communications to you by posting them on the Site, by emailing them to you at the email address you provide and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. <sup>[1]</sup><sub>[SEP]</sub>

15.2. Withdrawal of Consent. You may withdraw your consent to receive electronic communications by sending a withdrawal notice to support@LaborCrypto.com. If you decline or withdraw consent to receive electronic Communications, LaborCrypto may suspend or terminate your ability to Purchase LBRS Tokens.

## 16. MISCELLANEOUS

- 16.1. Governing Law and Venue. Subject to Section 15, these Terms & Conditions and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with The Cayman Islands law. <sup>[[ ]]</sup><sub>[SEP]</sub>
- 16.2. 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. <sup>[[ ]]</sup><sub>[SEP]</sub>
- 16.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any LaborCrypto Party about the LBRS Tokens or the LaborCrypto Platform. Headings are for information purposes only. <sup>[[ ]]</sup><sub>[SEP]</sub>
- 16.4. Assignment. You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from LaborCrypto, including by operation of law or in connection with any change of control. LaborCrypto may assign or transfer any or all of its rights under this Agreement, in whole or in part, without obtaining your consent or approval. <sup>[[ ]]</sup><sub>[SEP]</sub>
- 16.5. Waiver. Our failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof. All waivers by LaborCrypto must be unequivocal and in writing to be effective. <sup>[[ ]]</sup><sub>[SEP]</sub>
- 16.6. Force Majeure. You understand and agree that LaborCrypto shall not be liable and disclaims all liability to you in connection with any force majeure event, including: acts of God (in any and all forms she may take); labor disputes or other industrial disturbances; electrical, telecommunications, hardware, software or other utility failures; software or smart contract bugs or weaknesses; earthquakes, storms, or other nature-related events whether or not they are related to climate change (which is real); blockages, embargoes, riots, acts or orders of

government; acts of terrorism, state-sponsored terrorism, war, police actions, or other uses of deadly force in use by state or non-state actors to achieve a political end; technological change; changes in interest rates or other monetary conditions; or other matters beyond the reasonable control of LaborCrypto, including changes to any blockchain-related protocol. <sup>[[L]]</sup><sub>SEP</sub>

- 16.7. No Partnership; No Agency; No Third-Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party as the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person. <sup>[[L]]</sup><sub>SEP</sub>
- 16.8. Modifications. We reserve the right to make changes or modifications to this Agreement from time to time, in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, which may include sending you an email, providing notice on the homepage of the Site, and/or posting an amended Agreement, and updating the “Last Updated” date above. The modified Agreement will become effective upon posting and will apply to any Purchase or use of LBRS Tokens made after the modified Agreement becomes effective. <sup>[[L]]</sup><sub>SEP</sub>
- 16.9. Termination. Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to Purchase LBRS Tokens, at any time and for any reason, and you acknowledge and agree that LaborCrypto shall have no liability or obligation to you in such event to the fullest extent permitted by applicable law.

Exhibit A

LBRS Token Sale Procedures and Specifications

TIMING OF TOKEN SALE

The token sale will begin on 06/30/2018 at 15:00 UTC. The LBRS Token Sale will end on the earlier of 08/30/2018 at 15:00 UTC (the “Closing Date”) or when the \$22M USD Hard Cap is met.

The foregoing is subject to Paragraph 6 below.

1. LBRS Token Sale Structure

- a. Name of Token: LBRS [1] [SEP]
- b. Hard Cap: Equivalent of \$22M USD (twenty-two million US Dollars) [1] [SEP]
- c. Soft Cap: Equivalent of \$2M USD (two million US Dollars)
- d. Total Supply: 100,000,000,000 (100 Billion) initial allocation of LBRS Tokens, to be adjusted depending on bonuses applied to each sale of LBRS Tokens [1] [SEP]
- e. ICO Pre-Sale Supply: 8,100,000,000 (8 Billion and 100 Million), bonuses range from 25% - 50% based on token purchase quantity, exact quantity of tokens may vary
- f. ICO Crowd Sale Supply: 42,500,000,000 (42 Billion and 500 Million), bonus structures are 15% and 10% for this segment
- g. Token Bonus: Bonus structures vary through sales segments, see white paper for detail
- h. Maximum Individual Contribution: none
- i. Currencies Accepted: Ethereum (ETH) and Bitcoin (BTC)

2. Method and Terms of Contributions

- a. You may make a contribution to LaborCrypto during the LBRS Token Sale in the manner described in this paragraph 2 of Exhibit A. [1] [SEP]

LaborCrypto -- Token Sale -- Terms and Conditions

- b. Your ETH address shall be required to verify your contribution to LaborCrypto and to enable LaborCrypto to issue LBRS Tokens to you through the Smart Contract System. <sup>[1]</sup><sub>[SEP]</sub>
- c. Contributions to be made in ETH must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to LaborCrypto and to enable LaborCrypto to issue LBRS Tokens to you through the Smart Contract System. ETH contributions shall be sent to the Ethereum wallet address specified on the Token Launch website. <sup>[1]</sup><sub>[SEP]</sub>
- d. Contributions to be made in BTC shall be sent from a Bitcoin wallet in respect of which you can identify your private key. Your private key shall be required to verify your Bitcoin contribution to LaborCrypto and to enable LaborCrypto to issue LBRS Tokens to you through the Smart Contract System. BTC contributions shall be sent to the LaborCrypto Bitcoin wallet address specified on the LaborCrypto website. <sup>[1]</sup><sub>[SEP]</sub>
- e. Contributions shall be sent exclusively to the LaborCrypto bank account or wallet address specified on the LaborCrypto Website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue LBRS Tokens or facilitates the allocation or transfer of LBRS Tokens in any way during the LaborCrypto Token Sale, such third-party websites or services are, unless expressly set out in these Terms & Conditions or mentioned on the LaborCrypto website, not authorized by LaborCrypto nor do they have any legal or commercial relationship in any way with LaborCrypto, the LaborCrypto Platform or LBRS Tokens. <sup>[1]</sup><sub>[SEP]</sub>
- f. Purchasers that send contributions in a manner that does not confirm with the methods of contribution described in these Terms & Conditions; or to any third-party website, wallet address, service or smart contract that offers LBRS Tokens in a manner set out in paragraph (e) above, risk losing their entire contribution and LaborCrypto shall not be responsible or liable for recovering or returning any such contributions to the Purchaser not shall

## LaborCrypto -- Token Sale -- Terms and Conditions

LaborCrypto be responsible or liable for any losses incurred by the Purchaser in this respect. [SEP]

### 3. LBRS Token price

- a. During the LBRS Token Sale the price attributed to LBRS Tokens shall be \$1 USD equals 2,000 LBRS Tokens. [SEP]
- b. Where a contribution is made under the terms of these Terms & Conditions, the LaborCrypto platform will display and convert the purchaser's current value of ETH or BTC to LBRS tokens based on \$1 USD = 2,000 LBRS Tokens. The Purchaser will have the purchase price displayed and an option to cancel the order. Orders will cancel if the Purchaser does not complete the order by the listed expiration time. [SEP]
- c. Where a contribution is made under the terms of these Terms & Conditions in BTC, the value that such currency has against ETH shall be determined by LaborCrypto referring to such exchanges as LaborCrypto shall decide in its sole and absolute discretion (the "Conversion"), in order to calculate the LBRS Tokens that will be issued to the Purchaser. LaborCrypto shall not be responsible or liable for any losses which may be suffered by the Purchaser as a result of the Conversion, nor shall LaborCrypto be liable for any errors in the rates of exchange published by any exchange.

### 4. LBRS Token Sale Terms

c. Minimum Purchase Requirement: 0.1 ETH

d. Pre-Sale Bonus Structure

- i Contributions of over 50 ETH will get a 50% Token bonus
- ii Contributions of over 25 ETH will get a 35% Token bonus
- iii Contributions of over 10 ETH will get a 30% Token bonus
- iv Contribution of over 5 ETH will get 25% Token bonus

e. Public Sale Bonus Structure

i Stage I: \$7M USD will get 15% Token bonus

ii Stage II: \$12M USD will get 10% Token bonus

In order to receive LBRS Tokens, the Purchaser must have, and send a notice to LaborCrypto containing the address of, an Ethereum wallet that supports the ERC20 standard (in other words the Purchaser's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of LBRS Tokens, being tokens that are created on the ERC20 token standard). LaborCrypto reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.

Subject to compliance with this paragraph 4, delivery of LBRS Tokens shall be made to the Purchaser after the Closing Date of the ICO, whereas all regulatory lock up periods are satisfied, by sending LBRS Tokens to the Ethereum wallet address notified by the purchaser to LaborCrypto in accordance with the foregoing paragraph.

On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of LaborCrypto who shall be entitled to apply the contribution towards the development of the LaborCrypto Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

5. Bonus for Large Purchasers

Purchasers who commit to purchase a large amount of LBRS Tokens during the Sale Period, may be eligible for optional extra bonus. All such bonuses will be discussed individually with each potential buyer ("Private Sale").

6. Duration of LBRS Token Sale

LaborCrypto reserves the right in its sole discretion, to change the date and/or time when the Sale Period will begin and further reserves the right in its sole discretion, to extend the duration of the LBRS Token Sale up to 3 times with each extension being 30 days (the "Extension Period"), for any reason, including the unavailability of the Site or other unforeseen security or procedural issues. During

the Extension Period, LaborCrypto reserves the right to implement and/or change LBRS Token Sale Terms.

## 7. Vesting and Discounts

- a. The vesting schedule is as follows:
  - i. LaborCrypto employees: 4 years, linear vesting. <sup>[1]</sup><sub>[SEP]</sub>
  - ii. Large Volume Purchasers (i.e., those who Purchase LBRS Tokens <sup>[1]</sup><sub>[SEP]</sub> valued at a total of 2,000 ETH or more in a single transaction): 6 months vesting period <sup>[1]</sup><sub>[SEP]</sub>

## 8. Token Allocation

- a. Sixty percent (60%) of LBRS Tokens will be allocated to the LBRS Token Sale.
- b. Twenty percent (20%) of LBRS Tokens will be retained by LaborCrypto in order to fund the operations and development of the LaborCrypto Platform.
- c. Eighteen percent (18%) of LBRS Tokens to be created will be distributed to LaborCrypto's founders, advisors and employees as an incentive to ensure longterm alignment of interests and commitment to the tokens and their future value. <sup>[1]</sup><sub>[SEP]</sub>
- d. Two percent (2%) of the LBRS Tokens to be created will be used to pay for LaborCrypto's Bounty reward program.

## 9. Returns and Refund Policy

- a. LaborCrypto has imposed a minimum aggregate target equivalent to the Soft Cap. If upon conclusion of the LBRS Token Sale, the aggregate sum of all contributions received by LaborCrypto is less than the Soft Cap, LaborCrypto shall, within a reasonable period of time, exercise reasonable endeavors to procure that contributions are returned to the Purchaser.
- b. LaborCrypto reserves the right to refuse or reject any contribution made at any time in its sole and absolute discretion. To the extent that

we refuse or reject a contribution, we will exercise reasonable endeavors to procure that the contribution is returned to the Purchaser, however, LaborCrypto does not warrant, represent or offer any assurances that LaborCrypto will successfully be able to recover and/or return any such contribution.

- c. Subject to the foregoing paragraphs and except to the extent required by applicable law, all contributions received by LaborCrypto under these Terms & Conditions are final and purchasers shall not be entitled to claim any refund or reimbursement of contributions from LaborCrypto.
- d. During any period of suspension or in the event that the LBRS Token Sale is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create LBRS Tokens and/or issue LBRS Tokens to purchasers. Purchasers who send us contributions (after we publish a notice that the LBRS Token Sale has been suspended or aborted in accordance with this paragraph) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall we be responsible or liable for any losses incurred by such Purchasers in this respect. Purchasers are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.

## 10. Distribution of LBRS Tokens and Trading

Purchasers will receive access to their LBRS Tokens after their Purchase of LBRS Tokens and completion of the ICO.

## 11. Insufficient Funds

If you have an insufficient amount of funds in your wallet to complete an order for LBRS Tokens, we may cancel the entire order.

## 12. Failure to Follow Procedures

- a. Failure to follow the procedures set forth in this Agreement and otherwise in connection with the LBRS Token Sale may result in Purchaser not receiving any LBRS Tokens. <sup>[11]</sup><sub>[SEP]</sub>

- b. During the LBRS Token Sale, receipt or purchase of LBRS Tokens through any other means other than through the Site are not sanctioned or agreed to in any way by LaborCrypto. Purchaser should take great care that the website used to purchase LBRS Tokens has the following universal resource locator (URL):  
<https://www.LaborCrypto.com>. <sup>[[L]]</sup><sub>SEP</sub>

### 13. LaborCrypto LBRS Token Functionality

- a. Ownership of LBRS Tokens carries no rights, whether express or implied, other than a potential future right to a pro rate share of the LaborCrypto LBRS Revenue Share. The ownership of LBRS Tokens will entitle the owner to a pro rata share of 5% of the total platform revenues. <sup>[[L]]</sup><sub>SEP</sub>
- b. Ownership of LBRS Tokens may allow owners to use and interact with the LaborCrypto Platform as may be made available from time to time, (as further described in this Annex), if and to the extent the LaborCrypto Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the LaborCrypto Platform shall be subject to any restrictions and limitations set out in these Terms & Conditions and/or the Platform Terms and Policies (as applicable).
- c. You acknowledge and accept that LBRS Tokens do not represent or constitute: <sup>[[L]]</sup><sub>SEP</sub>
  - i. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights; <sup>[[L]]</sup><sub>SEP</sub>
  - ii. any right to receive future shares or any other form of participation or governance right from, in or relating to the Company and/or the LaborCrypto Platform; <sup>[[L]]</sup><sub>SEP</sub>
  - iii. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or <sup>[[L]]</sup><sub>SEP</sub>

- iv. the provision of any goods and/or services as at the date that these Terms & Conditions form a binding agreement between the Parties. [L]  
[SEP]
  - d. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of paragraph 13 shall not apply to any contribution made under these Terms & Conditions for the acquisition of LBRS Tokens or to your storage, sale and/or transfer of LBRS Tokens.
  - e. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that LBRS Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the LaborCrypto Platform.
  - f. It is possible that a secondary market could develop for trading LBRS Tokens, the Company will not create such secondary markets nor will it act as an exchange for LBRS Tokens. To the extent a secondary market or exchange for trading LBRS Tokens does develop, it would be run and operated wholly independently of the Company, the LBRS Token Sale and the LaborCrypto Platform. [L]  
[SEP]
14. Intended functionality of LBR Utility Tokens. LBR Utility tokens will be air dropped at no cost. LBR Utility Tokens will be an essential utility for users of the LaborCrypto Platform as they will enable interaction within the LaborCrypto Platform and will act as the main driver of the LaborCrypto ecosystem. LBR Tokens will initially operate as an “in-app currency”, the sole purpose of which is to allow users to participate on the LaborCrypto Platform. It is envisioned that users of the Platform will be able to undertake the following tasks using LBR Tokens:
- a. Searching for jobs; [L]  
[SEP]
  - b. Making offers/bids via the LaborCrypto auctioning platform; [L]  
[SEP]
  - c. Screening prospects; [L]  
[SEP]

- d. Selecting the best/most suitable candidates; [L]  
[SEP]
  - e. Negotiating the terms; [L]  
[SEP]
  - f. E-signing contracts; [L]  
[SEP]
  - g. Paying wages; [L]  
[SEP]
  - h. Participate in a user revenue sharing program that entitles users to a share of the total platform revenue based on their individual activity on the platform;
  - i. Enabling all of the parties to stay connected with each other so that there can be repeat business and ongoing relationships. LBR Utility Tokens do not currently have any functionality or utility outside the LaborCrypto Platform. The functionality and utility of LBR Utility Tokens will therefore be limited to interacting with users/content within the confines of a single platform. LBR Utility Tokens may not have any functionality or utility outside the LaborCrypto Platform. It is intended that LBR Utility Tokens will continuously circulate within the LaborCrypto Platform ecosystem. It is possible that a secondary market could develop for trading LBR Utility Tokens. To the extent a secondary market or exchange for trading LBR Utility Tokens does develop, it would be run and operated wholly independently of the Company and the LBR Utility Token Sale. [L]  
[SEP]
15. Possibility of change to the intended functionality of LBRS & LBR Tokens. PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF LBRS AND LBR TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF LBRS OR LBR TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF LBRS OR LBR TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF LBRS OR LBR TOKENS.



Exhibit B<sup>[1]</sup><sub>SEP</sub>

Certain Risks Associated with the Purchase, Sale and Use of LBRS Tokens and Use of the LaborCrypto Smart Contracts

IMPORTANT NOTE: LBRS Tokens are not being structured or sold as securities or as any other form of investment product. Accordingly, none of the information presented in this Exhibit B is intended to form the basis for any investment decision, and no specific recommendations are intended.

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

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

LBRS Tokens purchased by you may be held in a digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing LBRS Tokens will result in loss of such LBRS Tokens, as well as access to your LBRS Token balance. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your LBRS Tokens. LaborCrypto is not responsible for any such losses.

2. Risks Associated with the Ethereum Protocol.

Because LBRS Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of, or attack on, the Ethereum protocol may have a material adverse effect on the LBRS Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the LBRS Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform or a change in how transactions are confirmed on the Ethereum platform may have unintended adverse effects on all blockchains using the ERC-20 or ERC-223 standards, including LaborCrypto. The Ethereum blockchain is at an early stage of development, and it is not fully known whether the Ethereum blockchain will be able to sustain longterm operation of large-scale D-apps (“Decentralized Applications”) such as the LBRS Token. As recently as October 2017, the Ethereum blockchain experienced significant delays in processing block transactions due to extremely high volumes associated with similar token sales around that time. It is

not certain whether the Ethereum development community will resolve these technical issues in the future.

### 3. Unknown Impact of Proposed Changes to Ethereum.

The Ethereum Foundation has laid out a road map for the improvement and development of Ethereum. While some of the future proposals offer promises to known technical issues, it is uncertain when these new improvements will be introduced and whether they will be successful. In particular, proposals to greatly increase blockchain speeds is, at the time of the LBRS Token Sale, not imminent. A proposal to change the mining process from the current Proof-of-Work algorithm to a Proof-of-Stake algorithm will have a yet-to-be-seen impact for the Ethereum network.

### 4. Prohibitively High Gas Prices for Transactions.

All transactions over the Ethereum blockchain, including the transfer of LBRS Tokens, have a real-world cost in ETH (“Gas”). While at this point in time, Gas prices for basic transactions over the Ethereum network are nominal, there is no certainty that Gas prices will not increase, and thereby make the trading of LBRS Tokens over the Ethereum network commercially unfeasible. In addition, high volumes could lead to very high Gas prices for processing transactions, which would make using the blockchain prohibitively expensive.

### 5. Ethereum May be Superseded.

While today, in our view, the Ethereum blockchain technology presents the most promising advances in blockchain technology, there is no guarantee that Ethereum will not be supplanted by competing protocols that improve upon the Ethereum technology. The Ethereum technology is open-source, meaning that anyone can copy and disseminate the same code with modifications. It is not known whether the Ethereum platform will become the predominant protocol adopted globally by the industry. If Ethereum is surpassed or superseded, then this could impact the LBRS Token program as usage and adoption declines.

### 6. Blockchain Risk.

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH that is contributed to the LBRS Token Smart Contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include Purchaser’s

transaction at the time Purchaser expects, and Purchaser may not receive LBRS Tokens the same day Purchaser sends ETH. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

#### 7. Risk of Hacking and Security Weakness.

LBRS Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the LaborCrypto Smart Contracts or the LBRS Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open-source software and LBRS Tokens are based on open-source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the LBRS Tokens or result in the loss of Purchaser's LBRS Tokens, the loss of Purchaser's ability to access or control Purchaser's LBRS Tokens, or the loss of ETH in Purchaser's account. In the event of such a software bug or weakness, there may be no remedy and holders of LBRS Tokens are not guaranteed any remedy, refund, or compensation.

#### 8. Uncertain Regulatory Framework.

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology, and its applications. Such changes could negatively impact LBRS Tokens in various ways, including, for example, through a determination that LBRS Tokens are regulated financial instruments that require registration or through the imposition of onerous liquidity requirements. LaborCrypto may cease the distribution of LBRS Tokens, the development of the LaborCrypto Platform, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

#### 9. Legal and Regulatory Factors Relating to Our Business Model Might Present Barriers to Success.

LaborCrypto operates in a new and developing legal and regulatory environment concerning initial token sales, blockchain and smart contracts. There is no established body of law or court decisions in any country concerning blockchain and smart contracts, and the law regarding initial token sales is developing. As a result, it is possible that there could be legal disputes over the interpretation of smart contracts between members of the LaborCrypto community, thus undermining the attractiveness of smart contracts to LaborCrypto users. Further, it is difficult to predict how regulators and lawmakers might respond to the use of smart locks and smart contracts in rental relationships.

Moreover, the crowdsourced security deposit network or other aspects of the platform could face regulatory scrutiny or could be determined by regulators to be subject to currently existing or future licensing and/or registration requirements in one or more jurisdictions. To the extent licenses or other authorizations are required in one or more jurisdictions in which LaborCrypto operates or will operate, there is no guarantee we will be granted such licenses or authorizations. We may also need to change our business model to comply with these licensing and/or registration requirements. Uncertainty in how the legal and regulatory environment will develop could negatively impact LaborCrypto's business operations and revenue streams, thus posing a risk to the usefulness of the LBRS Tokens you purchased in the LBRS Token Sale.

#### 10. Risk of Government Action.

The use of blockchain technology in the online gig economy is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of LaborCrypto and/or pursue enforcement actions against LaborCrypto and/or the users of the LaborCrypto Platform. Such governmental activities may or may not be the result of targeting LaborCrypto in particular. All of this may subject LaborCrypto to judgments, settlements, fines or penalties, or cause LaborCrypto to restructure its operations and activities or to cease offering certain products or services, all of which could harm LaborCrypto's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the LBRS Tokens and/or the LaborCrypto Platform.

#### 11. Risk of Fluctuation of Ether or other Currency.

Proceeds of the sale of LBRS Tokens will be denominated in ETH and may be converted into other cryptographic or fiat currencies. If the value of ETH or other

currencies fluctuates unfavorably during or after the Sale Period, LaborCrypto may not be able to fund development in the manner that it intended.

12. Lack of Interest.

A lack of use or public interest in the LaborCrypto Platform could negatively impact the potential utility of LBRs Tokens.

13. LaborCrypto is Unable to Implement its Future Business Model.

LaborCrypto's current business model has a solid track record and has assembled a quality team to grow the company (based on the management team's previous experience starting and running a similar company before blockchain technology was as widespread). However, it is possible that the company will not be able to successfully implement future components of the business model, such as smart locks, the auctioning technology, the crowdsourced security deposit network, or the proprietary scoring system. If LaborCrypto is unable to operationalize some features, or the market does not respond positively to operationalized features, some or all of the usefulness of the LBRs Tokens you purchased in the LBRs Token Sale may be at risk, despite any corrective actions LaborCrypto may take.

14. Ability to Transact or Resell.

You may be unable to sell or otherwise transact in LBRs Tokens at any time, or for the price you paid. By using the LaborCrypto Smart Contracts, or by purchasing LBRs Tokens, you acknowledge, understand and agree that: (a) LBRs Tokens may have no value; (b) there is no guarantee or representation of liquidity for LBRs Tokens; and (c) LaborCrypto is not responsible for the market value of LBRs Tokens, the transferability and/or liquidity of LBRs Tokens and/or the availability of any market or exchange for LBRs Tokens through third parties or otherwise.

15. LBRs Tokens are Non-Transferable Until Completion of Sale.

You acknowledge and understand that LBRs Tokens are not transferable until after the end of the Sale Period and may be subject to transfer restrictions in your jurisdiction. You further acknowledge and understand that LaborCrypto reserves the right to terminate the sale process at any time and withdraw any unsold LBRs Tokens from the LBRs Token Sale. Once the LBRs Token Sale has been stopped and subject to applicable vesting periods, LBRs Tokens will become transferable, although this does not mean there will be a market through which you can transfer them. Any US person who, by virtue of being an Accredited Investor,

purchased one or more LBRS Tokens, may not resell or transfer it until either (1) it has been deemed that the token is not a security, or (2) if it is a security instrument, enough time has passed so that the security is no longer restricted in your jurisdiction.

#### 16. LaborCrypto May Modify or Stop the Sale at Any Time.

Purchaser acknowledges and understands that LaborCrypto may modify the timing, sale price, and number of LBRS Tokens available for sale at any time during the Sale Period. Purchaser further acknowledges and understands that LaborCrypto reserves the right to terminate the sale process at any time and withdraw any unsold LBRS Tokens from the sale process. If the sale process has been stopped prematurely, LBRS Tokens purchased by Purchaser may not be transferable.

#### 17. Exchange and Counterparty Risks <sup>[1]</sup><sub>[SEP]</sub>

If you send ETH to the LaborCrypto Smart Sale Contract from an exchange or account that you do not control, pursuant to the LaborCrypto Smart Sale Contract, LBRS Tokens will be allocated to the account that has sent ETH; therefore, you may never receive or be able to recover your LBRS Tokens. By using the LaborCrypto Smart Contracts, and/or by purchasing LBRS Tokens, you acknowledge and agree that you will send ETH to the LaborCrypto Smart Sale Contract through an exchange account and/or hold LBRS Tokens on a cryptocurrency exchange or with another third party at your own and sole risk.

#### 18. Risks Associated with The LBRS Token Sale.

LBRS Token owners should not have expectation of future profit or gain from the Purchase of LBRS Tokens. Outside of the pro rata 5% revenue Share, LBRS Tokens do not represent (i) any equity or other ownership interest in LaborCrypto, (ii) any rights to dividends or other distribution rights from LaborCrypto, or (iii) any voting or other governance rights in LaborCrypto. While we do not believe the sale of LBRS Tokens constitutes a public offering of securities in those jurisdictions where the offering is being made, this conclusion is not free from doubt. In addition, public policy towards token sales is evolving, and it is conceivable that regulators may in the future seek to broaden the scope of regulation of token sales. If the LBRS Token Sale becomes subject to registration, prospectus or licensing requirements in a particular jurisdiction, we may be found liable if we have not complied with the applicable registration, prospectus or licensing requirements, and this would delay or potentially postpone the proposed LBRS Token Sale indefinitely. There are also

other risks of participating in any token sale. Risks include turnover in a company's management team, volatility in cryptocurrency markets, the possibility of increasing regulation of cryptocurrency exchanges, the potential for a post facto government investigation of a token sale, suboptimal ability of participants to conduct due diligence on a company undertaking a token sale, and other risks. Potential token buyers should weigh these risks against the possible future benefits before deciding to participate in the LBRS Token Sale.

#### 19. Taxation Risks.

The use of LBRS Tokens as a form of settlement currency may or may not be subject to local income tax, capital gain taxes, VAT, or other forms of taxes. This uncertainty in tax legislation may expose merchants and customers alike to unforeseen future tax consequences associated with the use of LBRS Tokens as a settlement currency, and/or the trading of LBRS Tokens for capital gains.

You assume the tax liability for any LBRS Tokens that you purchase.

#### 20. Capital Control Risks.

Many jurisdictions, such as China, impose strict controls on the cross-border flow of capital. Holders of LBRS Tokens may be subject to these regulations and/or arbitrary enforcement of such regulations at any time. This would make the transfer of LBRS Tokens out of the local jurisdiction to overseas exchanges an unlawful activity exposing the user of LBRS Tokens to government fines or other regulatory sanction.

#### 21. Countering the Financing of Terrorism ("CFT") and Anti-Money Laundering ("AML") Regulations.

The United States has issued a series of regulations to combat terrorist financing and money-laundering activities. Many other countries have enacted similar legislation to control the flow of capital for such illicit activities. In the event that licenses, registrations, or other authorizations are required under applicable CFT and/or AML regulations to operate the LaborCrypto Platform, there is no guarantee that LaborCrypto will be able to successfully obtain such authorizations. In addition, any illicit use of the LBRS Tokens by bad actors could breach such regulations and seriously impact the global reputation of the LaborCrypto Platform. In such event, it is conceivable that this could trigger scrutiny by CFT and AML

regulators and potentially cause significant disruption to the distribution and circulation of LBRS Tokens.

LaborCrypto is following a strict policy of AML and CFT compliance. Each LBRS Token purchaser will be reviewed to ensure that they are not from a jurisdiction that bans token sales, and that they are not otherwise violating AML and CFT regulations.

## 22. Changes to the LaborCrypto Platform.

Although LaborCrypto intends for the LaborCrypto Platform to have the features and specifications set forth in the White Paper, LaborCrypto may make changes to such features and specifications for any number of reasons.

## 23. Reliance on Third Parties.

LaborCrypto anticipates relying on third parties to develop and build out the Platform. LaborCrypto may be unable to retain third parties with the requisite expertise, and those it does retain may not adequately perform their obligations under an agreement with LaborCrypto.

## 24. Risks Associated with LaborCrypto's Business.

LaborCrypto's success depends on its continued innovation to provide new, and improve upon existing, products and services that make its Platform useful for users. As a result, LaborCrypto must continually invest significant resources in research and development to improve the attractiveness and comprehensiveness of its products and services and effectively incorporate new mobile, internet, blockchain and other technologies into them. If LaborCrypto is unable to continue offering high-quality, innovative products and services, it may be unable to attract additional users or retain current users, which could harm LaborCrypto's business, results of operations and financial condition.

In addition, LaborCrypto's success depends on its ability to continue to attract users to its Platform and enhance their engagement with LaborCrypto's products and services. LaborCrypto's existing and potential competitors include, but are not limited to, companies that operate, or could develop, international, national and local gig economy, applications and websites. These companies could devote greater technical and other resources than LaborCrypto has available, have a more accelerated timeframe for deployment and leverage their existing user bases and proprietary technologies to provide products and services that users might view as

superior to LaborCrypto's offerings. Any of LaborCrypto's future or existing competitors may introduce different solutions that attract users or provide solutions similar to LaborCrypto's but with better branding or marketing resources. If LaborCrypto is not able to continue to attract users to its Platform, LaborCrypto's business, results of operations and financial condition would be harmed.

LaborCrypto's future success also substantially depends on the continued use of the internet as the primary medium for freelance marketplaces. For any number of reasons, internet use may not continue to develop as LaborCrypto anticipates. If users begin to access gig economy information and contacts through other media and LaborCrypto fails to innovate, its business, results of operations and financial condition may be negatively impacted.

Further, the online gig economy market, especially using blockchain technology, is in early stages of development, and significant shifts in consumption and freelancing supply occur constantly and rapidly. LaborCrypto continues to learn a great deal about the market participants as the industry evolves. LaborCrypto may not successfully anticipate or keep pace with industry changes, and LaborCrypto may invest considerable financial, personnel and other resources to pursue strategies that do not, ultimately, prove effective such that its business, results of operations and financial condition may be harmed.

Finally, the freelance workers and individuals who will post jobs that are the potential users of the LaborCrypto Platform are affected by local, regional, national and international economic conditions and other events and occurrences that affect the market for individual contractor work. A protracted decline in economic conditions will cause downward pressure on LaborCrypto's operating margins as a result of lower activity in the freelance market.

## 25. Unanticipated Risks.

Cryptographic tokens such as LBRS Tokens are a new and untested technology. In addition to the risks included in this Exhibit B, there are other risks associated with your Purchase, holding and use of LBRS Tokens, including those that LaborCrypto cannot anticipate.

## 26. Sale of business Risks.

In the event of a sale, transfer or other disposal of the shares or assets of (i) the Company; or (ii) the LaborCrypto Companies, the LaborCrypto Platform may not be developed or operated and LBRS Tokens may not have the functionality or

utility intended or otherwise described in these Terms & Conditions or in the White Paper. A prospective buyer of the Company or the LaborCrypto Companies may decide not to develop or operate the LaborCrypto Platform or assign a functionality to LBRS Tokens in a manner not otherwise envisaged by the existing management team of the Company or the LaborCrypto Companies.