

AMLT LIMITED

AMLT TOKEN GENERATION EVENT AND WEBSITE PRIVACY POLICY

Last Updated: 15 January 2018

Privacy Policy

This Privacy Policy applies to information AMLT Limited (“**Company**”, “**we**”, “**us**”, or “**our**”) collects when you register for and/or participate in the token generation event advertised on our website <https://amlt.coinfirm.io> (the “**Site**”) and interact with the Site. This Privacy Policy explains how we collect, use, and disclose, or otherwise process or arrange for the processing of such information about you.

If you do not agree to this Privacy Policy, please do not use Company’s websites, systems or services. Please check this Privacy Policy periodically for changes.

Collection of Information

Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you register for our token generation event through the Site. The types of information we may collect include, but are not limited to, as applicable, first name, last name, entity (if applicable), date of birth, email address, physical address, and the main Ethereum wallet address, IP address, and device ID, and any other information requested further to clauses 5 and 19 of the *Token Generation Event T&Cs* (as may be amended).

Information We Collect From Other Sources

We may also obtain information from other sources and combine that with information we collect through the Site. When you access or use the Site, we automatically collect information about you, including:

- **Log Information:** We collect log information about your use of the Site, including the type of browser you use, access times, pages viewed, your IP address, and the page you visited before navigating to the Site.
- **Device Information:** We collect information about the device you use to access the Site, including the hardware model, operating system, and version, unique device identifiers, and mobile network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, including cookies, and web beacons. Cookies are small data files stored on your hard drive or in device memory that help us improve the Site and your experience, see which areas and features of the Site are popular, and count visits. We may use cookies on the Site when you are logged in so that we can remember this fact. This prevents you from having

to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in. This site offers newsletter or email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications which might only be valid to subscribed/unsubscribed users. When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence. Web beacons are electronic images that may be used on the Site or in emails to help deliver cookies, count visits, and understand usage and campaign effectiveness. Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of the Site. For more information about cookies visit: <http://www.allaboutcookies.org/>

AML/CFT Policy

The AMLT Limited AML/CFT Policy is created to prevent money laundering and counter terrorist financing in line with the European AML/CTF legislation and obligations arising from it including the need to have adequate systems and controls in place to mitigate the risk of the firm being used to facilitate financial crime.

AML/CFT Policy include:

- identifying the Client and verifying the Client's identity on the basis of documents, data or information obtained from a reliable and independent source;
- identifying the beneficial owner and taking reasonable measures to verify that person's identity so that the obliged entity is satisfied that it knows who the beneficial owner is, including, as regards legal persons, trusts, companies, foundations and similar legal arrangements, taking reasonable measures to understand the ownership and control structure of the Client;
- assessing and, as appropriate, obtaining information on the purpose and intended nature of the business relationship;
- conducting ongoing monitoring of the business relationship including scrutiny of transactions undertaken throughout the course of that relationship via Coinfirm's C-Score to ensure that the transactions

being conducted are consistent with the obliged entity's knowledge of the customer, the business and risk profile, including where necessary the source of funds and ensuring that the documents, data or information held are kept up-to-date.

- conduct employees trainings in the field of money laundering and terrorism financing issues knowledge,

Sanctions Policy

AMLT Limited is prohibited from transacting with individuals, companies and countries that are on prescribed Sanctions lists.

Use of Information

We may use information about you for various purposes, including to:

- Conduct our token generation event;
- Evaluate and determine your eligibility to participate in our token generation event;
- Send you emails for marketing campaigns, deliver you targeted advertisements via retargeting and/or send you surveys, promotional communications about our products and services, or to solicit your feedback with your permission, otherwise known as “direct marketing”;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Respond to your comments, questions, and requests and provide customer service;
- Resolve any disputes with you that may arise;
- Detect, investigate, and prevent fraudulent transactions or other unlawful, unauthorized or illegal activities, and protect the rights and property of Company and others;
- Compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- Producing summary information for statistical, regulatory and audit purposes; and
- Carry out any other purpose described to you at the time the information was collected.

Sharing of Information

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation, or legal process;
- With Google Analytics, Facebook tracking, and/or Twitter tracking at any time and for any reason;

- If we believe your actions are inconsistent with our terms or policies, or to protect the rights, property, and safety of Company or others;
- In connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of our business by another company;
- Between and among Company and our current and future partners, affiliates, subsidiaries, and other companies under common control and ownership; and
- With your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you. We may use such non-identifying information collected the Site in the aggregate to better understand your use of the Site and to enhance your enjoyment and experience. For example, we may use the information to improve the design and content of the Site.

Unless required to do so by applicable law or by an order of a court or competent governmental or regulatory authority, we will not use your information for purposes other than that for which it was originally collected without your consent.

Security

Company takes reasonable measures to help protect information about you from loss, theft, misuse, and unauthorized access, disclosure alteration, and destruction. Your information may be stored on servers located in Gibraltar and other locations. We may need to transfer your information within and outside the European Economic Area, and where we do so Company's shall use it best endeavors to ensure that third parties obtaining your information maintain a standard of data security equivalent to the one maintained by Company, provided that Company makes no guarantee and offers no assurances as to the reliability or security of such third party's systems and controls to ensure privacy of your personal information.

Your Choices

You have a right to access certain information from which you can be identified and which is held by us (your "**Personal Data**"), and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You may request that Company update or correct information about you at any time by emailing us at amltsales@coinfirm.io. We may retain certain information as required by law or for legitimate business purposes.

We may also retain cached or archived copies of information about you for a certain period of time. You may request that we no longer retain information about you by emailing us at amltsales@coinfirm.io.

You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You may

exercise this right at any time by contacting us at amltsales@coinfirm.io.

Changes

We may change this Privacy Policy from time to time. If we make changes to this Privacy Policy, we will provide notice of such changes, such as by sending an email notification, providing notice through the Site or updating the “Last Updated” date at the beginning of this Privacy Policy. The amended Privacy Policy will be effective immediately after the date it is posted. By continuing to access or use the Site after the effective date, you confirm your acceptance of the revised Privacy Policy and all of the terms incorporated therein by reference. We encourage you to review the Privacy Policy whenever you access or use the Site to stay informed about our information practices and the choices available to you. If you do not agree to the revised Privacy Policy, you may not access or use the Site.

Contact Us

AMLT Limited is the data controller in relation to processing of your information pursuant to this Privacy Policy and we welcome your comments or questions regarding the same.

If you have any questions about this Privacy Policy, please contact us at amltsales@coinfirm.io.

Should you choose to correspond with us other than via email, our address for correspondence is:

AMLT Limited
Suite 23, Portland House
Glacis Road
Gibraltar

AMLT TOKEN GENERATION EVENT T&Cs

TERMS AND CONDITIONS RELATING TO TOKEN GENERATION EVENT

Last update: 15 January 2018

PLEASE READ THESE TERMS AND CONDITIONS (“**T&Cs**”) CAREFULLY. BY MAKING A CONTRIBUTION TO AMLT LIMITED FOR THE PURCHASE OF AMLT (“**AMLT**”) DURING THE TOKEN GENERATION EVENT (AS DEFINED BELOW), YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&CS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH AMLT LIMITED. THESE T&CS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 20 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF AMLT AND NAVIGATE AWAY FROM THE COMPANY’S WEBSITE (AS DEFINED BELOW).

PARTIES TO THESE T&Cs

AMLT Limited is a company incorporated and registered in Gibraltar with registration number 116373 (the “**Company**”) and shall be the creator of its own proprietary token known as AMLT under these T&Cs. There may be other entities within the AMLT group of companies from time to time (“**AMLT Companies**”) that will develop, manage and/or operate the Smart Contract System and Coinfirm Platform (as such terms are defined below) (or parts thereof). References in these T&Cs to “**Company**”, “**we**”, “**our**” or “**us**” shall be to AMLT Limited and its respective successors in interests and assigns.

References in these T&Cs to “**Contributor**”, “**your**” or “**you**” are to the person/entity who accepts these T&Cs and agrees to and makes a contribution to the Company as set out in and on the terms of these T&Cs. You, personally, and the Company shall together be referred to as the “**Parties**” and references to a “**Party**” shall be to the relevant one of them as the context requires.

If you have any questions relating to these T&Cs, please contact us at amltsales@coinfirm.io

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

1. Coinfirm Platform

1.1 The Company is a wholly owned company of Coinfirm Limited, a private limited company incorporated in the United Kingdom having its registered office situate at 75 Aston Road, Shifnal, Shropshire, TF11 8DU, United Kingdom (“**Coinfirm**”). Coinfirm has developed a platform for increasing efficiency, reducing cost and streamlining compliance to near automation for information associated with addresses used in transactions, such as prior transactions, steps removed from transactions with known bad actors, and a multitude of additional data points, in order to create and generate reports that summarise the data points and whether they indicate low, medium, or high anti-money laundering risk and/or counter-terrorist financing risk as to a particular virtual currency address or set of addresses (the “**Coinfirm Platform**”). Further information relating to the Coinfirm Platform is set out in the Coinfirm website <https://www.coinfirm.io>.

1.2 The Company is proposing to develop a decentralised protocol with cryptographic tokens known as AMLT (“**AMLT**”) which are intended to have certain functionalities on the Coinfirm Platform (as further particularised in Schedule 1 to these T&Cs), and is seeking to raise funds through a smart-contract based crowd-contribution campaign (the “**Token Generation Event**”) with the aim of meeting various operating expenses related to the Company’s business, including but not limited to, purchasing data relating to the Coinfirm Platform from Coinfirm, and to become a party of the Network Members (as defined within the Coinfirm Platform and further particularised in Schedule 1 to

these T&Cs) who provide and exchange data within the Coinfirm Platform related to virtual currency addresses.

1.3 For a more detailed description of the proposed AMLT and the Coinfirm Platform, please refer to:

- a) the Coinfirm website at <https://www.coinfirm.io>;
- b) the AMLT website at <https://amlt.coinfirm.io> (the “**Company’s Website**”); and
- c) the AMLT Whitepaper, a copy of which can be found on the Company’s Website

(collectively referred to as the “**Project Documentation**”).

1.4 The information contained in the Project Documentation is of descriptive nature only, is not binding and does not form part of these T&Cs.

2. Scope of T&Cs

2.1 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to the Company for the purchase of AMLT during the Contribution Period (as such terms is defined in clause 3 below).

2.2 Any potential future use of AMLT in connection with the provision or receipt of services on the Coinfirm Platform, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Coinfirm Platform (the “**Platform Terms**”). Such Platform Terms will be made available to Coinfirm Platform users by Coinfirm, and as may be amended from time to time.

3. Contribution Period

3.1 Contributions may be made during a defined period of time (the “**Contribution Period**”). The Contribution Period shall commence on 12 December 2017 at approximately 15:00 UTC and shall end on satisfaction of one of the following conditions (the “**Completion Conditions**”) (whichever is the earlier):

- a) 210,000,000 AMLT is purchased; or
- b) 30 January 2018 at approximately 15:00 UTC.

4. AMLT Price

- 4.1** In order to calculate the AMLT to be allocated following a contribution, the Company shall use the following allocation methods in this clause 4.
- 4.2** During the Contribution Period, the price per AMLT will be denominated in Ethereum (“**ETH**”) and the base price of AMLT shall be 0.0003387075 ETH.

1 AMLT equals to 0.0003387075 ETH

However, the following AMLT bonuses shall be offered to Contributors depending on the relevant tier that the Contributor falls into:

Tier 1 Contributors shall receive a 30% bonus in the number of AMLT that they would otherwise be entitled to receive at the base price referred to above. Contributors who purchase the first 70 million AMLT to be offered during the Token Sale (inclusive of the 30% bonus) shall be categorised as Tier 1 Contributors.

Tier 2 Contributors shall receive a 20% bonus in the number of AMLT that they would otherwise be entitled to receive at the base price referred to above. Tier 2 shall commence immediately once all AMLT available under Tier 1 have been sold. Tier 2 shall consist of 60 million AMLT (inclusive of the 20% bonus).

Tier 3 Contributors shall receive a 10% bonus in the number of AMLT that they would otherwise be entitled to receive at the base price referred to above. Tier 3 shall commence immediately once all AMLT available under Tier 2 have been sold. Tier 3 shall consist of 50 million AMLT (inclusive of the 10% bonus).

Tier 4 Contributors shall not receive any bonus issue of AMLT and shall be issued at the base price. Tier 4 shall commence immediately once all AMLT available under Tier 3 have been sold. Tier 4 shall consist of 30 million AMLT.

5. Right to Request Information

- 5.1** Before you are able to make a contribution to the Company or at any time after making a contribution, we may (in our sole and absolute discretion):
- a) request you to provide certain information and documentation for the purposes of complying with any “Know Your Customer” or similar obligations to which we may be subject;
 - b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of AMLT to you; and

- c) assess the risk of the Ethereum wallet address (or addresses) of the Contributor by requesting one or more AML Risk Reports (or such other relevant reports) provided by Coinfirm.

5.2 You agree that you shall, promptly upon the Company's request, supply such information and documentation as may be reasonably requested by us pursuant to clause 5.1 in order for us to:

- a) carry out, to our satisfaction, all necessary "Know Your Customer" and other similar checks which we may be obliged to perform; and
- b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of AMLT to you as contemplated by these T&Cs, and
- c) provide further clarifications to us on any documents that may be requested or by us under clause 5.1.

5.3 You acknowledge and accept that we may refuse, reject or refund any contributions for the purchase of AMLT until you provide all information and documentation that we may request under this clause 5 and we have determined that it is acceptable to allocate AMLT to you under applicable law and in line with Coinfirm's risk appetite and the Company's risk appetite. The final date for submitting the "Know Your Customer" required documents is 3 (three) days after the end of Contribution Period (defined in clause 3.1 b).

6. Method of Contribution

6.1 You must contribute to the Company during the Token Generation Event in the manner described in this clause 6.

6.2 **Your contribution must be made in ETH (defined in clause 4.2) and must be sent from an Ethereum wallet and/or address in respect of which you can identify your private key and not from a cryptocurrency exchange wallet and/or address.** Your private key shall be required to verify your ETH contribution to the Company and to enable the Company to issue AMLT to you through the Smart Contract System (as further described in clause 7). ETH contributions shall be sent to the Company's Ethereum wallet address specified on the Company's Website.

6.3 Contributions shall be sent exclusively to the Company's Ethereum wallet address (or addresses) specified on the Company's Website. To the extent that any third-party website, service or smart-contract offers to receive contributions

and issue AMLT or facilitates the allocation or transfer of AMLT in any way during the Contribution Period, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the Company's Website, not authorised by the Company nor do they have any legal or commercial relationship in any way with the Company, the Coinfirm Platform or AMLT.

6.4 Contributors that send contributions:

- a) in (i) any crypto-currency other than ETH, (ii) any fiat currency; or (iii) a manner that does not conform with the methods of contribution described in these T&Cs; or
 - b) to any third-party website, wallet address, bank account, service or smart contract that offers AMLT in the manner described in this clause
- 6

risk losing their entire contribution and the Company shall not be responsible or liable for recovering or returning any such contributions to the Contributor, nor shall the Company be responsible or liable for any losses incurred by the Contributor in this respect.

6.5 Contributors located in a particular jurisdiction are prohibited from taking part in Token Generation Event. Residents of the countries and entities registered in any of these prohibited jurisdictions, are expressly prohibited from taking part in Token Generation Event:

- a) United States of America
- b) People's Republic of China
- c) Countries indicated on OFAC, UNODC and EU sanctions lists or other lists of similar nature.

7. Creation and issue of AMLT through the Smart Contract System

7.1 The Company has deployed a smart contract system (the "**Smart Contract System**") on the Ethereum blockchain for the purposes of creating AMLT and issuing such AMLT to the Contributor's Ethereum wallet. AMLT shall be based on the ERC20 token standard and is intended to have the functionality set out in Schedule 1 to these T&Cs.

7.2 The Company shall keep a record of all contributions received in ETH by the Company's Ethereum wallet address (or addresses), including details of the time the contribution was received, the amount of the contribution and the address of the Contributor's Ethereum wallet from which the contribution was sent (the "**Contribution Records**").

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

7.4 Following the conclusion of the Contribution Period, the Company shall undertake a contribution verification procedure by reference to the Contribution Records and any information requested pursuant to clause 5.1. Provided the Company is successfully able to verify your contribution, the Company shall send instructions to the Smart Contract System to initiate the creation and issue of AMLT to the Ethereum wallet address which you send us notice of pursuant to clause 7.3.

7.5 Subject to compliance with the foregoing provisions of clauses 5, 6 and 7, delivery of AMLT shall be made to the Contributor at any time and no later than 30 days following the conclusion of the Contribution Period by sending AMLT to the Ethereum wallet address which you send us notice of pursuant to clause 7.3.

7.6 On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of the Company who shall be entitled to apply the contribution towards the 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.

8. Refunds, Refusals, Suspension and Termination of Contributions

8.1 The Company has imposed a minimum aggregate contribution target of 2,000 ETH to be reached at the conclusion of the Token Generation Event (the "**Minimum Target**"). If on the day immediately following the conclusion of the Contribution Period, the Smart Contract System has not received an amount in ETH equal to or higher than the Minimum Target, the Company shall, within a reasonable period of time following the conclusion of the Token Generation Event, exercise reasonable endeavours to procure that contributions are returned to all contributors, and you accept that due to mining fees and adverse fluctuations in ETH, you are unlikely to receive an amount equivalent to your contribution by way of a refund and that such refunded amount may be significantly lower than the amount so contributed by you.

- 8.2** The Company reserves the right to refuse, reject or refund any contributions made at any time in our sole and absolute discretion. To the extent that we refuse, reject or refund a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Contributor to the Ethereum wallet from which the contribution was made (as the case may be), however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions, and in any event you accept that any return of your contribution will be net of any mining fees applied at the time the contribution is made and thereafter until returned (if so returned).
- 8.3** Subject to clause 8.1, and 8.2 and except to the extent required by applicable law, all contributions received by the Company under these T&Cs are final and contributors shall not be entitled to claim any refund or reimbursement of contributions from the Company.
- 8.4** At any time prior to satisfaction of the Completion Conditions, the Company may either temporarily suspend or permanently abort the Token Generation Event for reasons including, but not limited to, security breaches, malfunction or error, lack of public interest and/or for any other reasonable purpose. Any suspension or abort of the Token Generation Event shall be deemed to commence from the moment that the Company publishes a notice to that effect on the Company's Website.
- 8.5** During any period of suspension or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create AMLT and/or issue AMLT to contributors. Contributors who send us contributions (after we publish a notice that the Token Generation Event has been suspended or aborted in accordance with clause 8.4) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by such contributors in this respect. Contributors are therefore strongly advised to check the Company's Website before sending a contribution to the Smart Contract System.

9. Token Functionality

- 9.1** Ownership of AMLT carries no rights, whether express or implied, other than possibility of purchase of products or reports from and access rights within the Coinfirm Platform. Any potential future right or expectation relating to the provision and receipt of services on the Coinfirm Platform shall be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).

9.2 You acknowledge and accept that AMLT do not represent or constitute:

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
- b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the Coinfirm Platform;
- c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
- d) the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties.

9.3 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 clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of AMLT or to your storage, sale and/or transfer of AMLT.

9.4 The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that AMLT shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Coinfirm Platform, other than the intended functionality described in Schedule 1 to these T&Cs, which is subject to change as further particularised therein, and which is further subject to the development and/or success (or lack thereof) of the Coinfirm Platform, as further particularised in the risk factors contained in Schedule 3 to these T&Cs.

10. Contributor's Representations and Warranties

10.1 By participating in the Token Generation Event and sending a contribution to the Company, you hereby represent and warrant the matters set out in Schedule 2 to these T&Cs.

11. Risks

You acknowledge and agree that sending a contribution to the Company, the creation and issue of AMLT and the development and deployment of the Coinfirm Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 3 to these T&Cs.

BY MAKING A CONTRIBUTION TO THE COMPANY AND ACCEPTING THESE T&Cs YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 3 TO THESE T&Cs.

12. Audit of the Smart Contract System

12.1 The Company shall exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regards to both accuracy and security of the underlying code.

12.2 Notwithstanding clause 12.1, 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 AMLT 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 your contribution and/or AMLT.

13. Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Company and to receive and store AMLT that are issued to you by the Smart Contract System, 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 AMLT. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of AMLT nor shall we be under any obligation to recover or return any AMLT and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) AMLT issued to you during the Token Generation Event.

14. Intellectual Property

14.1 In this clause 14, “**Company’s IP Rights**” means in relation to the Company, the AMLT, the Token Generation Event, the Coinfirm Platform and the Project Documentation, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

14.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company’s IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Company’s IP Rights and you understand and accept that by making a contribution for the purchase of AMLT pursuant to these T&Cs you shall not:

- a) acquire or otherwise be entitled to any Company’s IP Rights;
- b) make a claim in respect of any Company’s IP Rights or any other equivalent rights; or
- c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company’s IP Rights, except with our prior written consent.

15. Indemnity

15.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the 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 Indemnified Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- a) your acquisition or use of AMLT under these T&Cs;
- b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;

- c) your breach of any of the terms and conditions set out in these T&Cs;
or
- d) your breach of any rights of any other person or entity.

15.2 The Company reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 15.1.

15.3 The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.

16. Disclaimers

16.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- a) AMLT are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the AMLT (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b) we do not represent or warrant that AMLT are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- c) we cannot and do not represent or warrant that AMLT or the delivery mechanism for AMLT are free of viruses or other harmful components.

16.2 Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. AMLT should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

16.3 No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or

the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

17. Limitation of Liability

17.1 To the fullest extent permitted by applicable law, in no circumstances shall:

- a) the Company or any of the Company Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of AMLT or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
- b) the aggregate liability of the Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use AMLT, exceed the amount of your contribution.

17.2 The limitations and exclusions of liability set out in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of any Company Indemnified Party, 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.

18. Taxation

18.1 You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the transfer of ETH, the creation, ownership, use, sale, transfer or liquidation of AMLT, the potential appreciation or depreciation in the value of AMLT over time (if any), the allocation of AMLT and/or any other action or transaction contemplated by these T&Cs or related to the Coinfirm Platform will give rise to any tax implications on your part.

- 18.2** You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of AMLT under or in connection with these T&Cs.
- 18.3** You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of AMLT or any other action or transaction related to the Coinfirm Platform or the Token Generation Event.

19. Data Protection

- 19.1** If we make an information request in accordance with clause 5, we may require you to provide information and documents relating to (without limitation):
- a) your identity;
 - b) your residential and/or business address;
 - c) the source of your wealth;
 - d) the source of funds used for the purposes of purchasing AMLT;
 - e) your Ethereum wallet address or addresses for contribution; and/or
 - f) any other documents or data from which you can be identified
- (together, your "**Personal Data**").
- 19.2** We will not disclose your Personal Data except as expressly permitted under these T&Cs 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 T&Cs, 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.
- 19.3** We shall process your Personal Data in accordance with the Data Protection Act 2004, as may be amended ("Data Protection Act"), 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:

- a) the purchase of AMLT and the processing of transactions related to the Token Generation Event pursuant to these T&Cs;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining or operating a bank account in the Company's name;
- f) subject to clause 20, resolving any Disputes with you;
- g) producing summary information for statistical, regulatory and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

19.4 Under the Data Protection Act 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.

19.5 You agree that we may, for the purposes set out in clause 19.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise 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.

19.6 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in 19.3, In order to access the Coinfirm Platform and provide or receive services therein or otherwise use and interact

with the Coinfirm Platform, you will be required to accept separate Platform Terms 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 Coinfirm Platform.

20. Dispute Resolution by Arbitration

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE 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.

- 20.1** 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 T&Cs 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).
- 20.2** No Class Arbitrations Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs 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.
- 20.3** Arbitration Rules. Any Dispute arising out of or in connection with these T&Cs, including, but not limited to, any question regarding its existence, validity or termination, or the enforceability of this clause 20 shall be referred to and finally resolved by arbitration to the maximum extent permitted by applicable law under the London Court of International Arbitration Rules (the “**LCIA Rules**”, which are available at http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx), which LCIA Rules are deemed to be incorporated by reference into this clause 20. By agreeing to be bound by these T&Cs, you either (i) acknowledge and agree that you have read and understand 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

- 20.4** 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 email to the Company at amltsales@coinform.io 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 clause 20, commence an arbitration proceeding or, to the extent specifically provided for in clause 20.1, file a claim in court.
- 20.5** Process. The seat, or legal place, of arbitration shall be Gibraltar. The language to be used in the arbitral proceedings shall be English. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The courts located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.
- 20.6** Authority of Arbitrator. These T&Cs, 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 T&Cs. 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.
- 20.7** Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause 20 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 clause 20 will remain valid and enforceable. Further, the waivers set forth in clause 20.2 above are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.

21. Miscellaneous

- 21.1** The Contributor understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of

these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to AMLT losing some or all of their intended functionalities as further particularised in Schedule 1 to these T&Cs.

- 21.2** We may amend these T&Cs from time to time, including where there are changes to the intended functionality of AMLT or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the Company's Website and we will change the "Last Updated" date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of such notice and updated T&Cs on the Company's Website. It is your responsibility to regularly check the Company's Website for any such notices and updated T&Cs.
- 21.3** If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.
- 21.4** These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.
- 21.5** You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by the Company or on the Company's behalf by any of the Company Indemnified Parties and/or a related entity or undertaking in relation to the subject matter of these T&Cs at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
- 21.6** Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company, Coinfirm and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the Coinfirm Platform.

21.7 Subject to clause 20, these T&Cs 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 Gibraltar Law.

21.8 The Parties irrevocably agree that the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).

* * * * *

SCHEDULE 1

INTENDED FUNCTIONALITY OF AMLT ON THE COINFIRM PLATFORM

Although the Coinfirm Platform will accept payment of fees in fiat and other cryptocurrencies, it is intended that activity in the Coinfirm Platform will eventually be performed primarily using AMLT that is all transactions of purchasing the AML Risk reports will be performed with the usage of AMLT. The principal purpose of AMLT is therefore to operate as an 'in-app token' and an 'access token' that grant users access to the Coinfirm Platform and the services provided therein.

AMLT will also offer discounts on fees charged within the Coinfirm Platform, as well as a means of reward for users who contribute their services to the ecosystem by providing identification and verification information (such as for information regarding public keys used in transactions with counterparties) and fulfilling certain other criteria that will give them the status of a 'Network Member'. In order to qualify as a Network Member a user of the Coinfirm platform must meet the following criteria:

- hold 50,000 AMLT;
- provide identification and verification information for the AML/CTF and KYC requirements imposed on the Coinfirm Platform, and satisfied the due diligence requirements of Coinfirm;
- provide their IP address to Coinfirm;
- agree to the Terms of Participation on the Coinfirm Platform (and/or any other Platform Terms as defined in these T&Cs); and
- install and use the Coinfirm Wallet service

Note that the above criteria may change depending on the market changes.

It is intended that certain benefits will only be available to Network Members, who will be required to hold a certain amount of AMLT, primarily in the form of (i) access to rewards in AMLT for their contribution to the Coinfirm Platform and (ii) access to AML/CTF training resources and/or services known as the 'Knowledge Pool'.

Rewards may be earned and paid out in the form of AMLT for users of the Coinfirm Platform that qualify as Network Members. These rewards to the Network Members shall be provided from a 'Data Reward Pool' of AMLT reserved for Network Members on the basis of information provided to Coinfirm. Such rewards shall be distributed on the basis of the quality of the data provided and further measured against the total data provided by the network e.g. if Network Member provided information about 10 addresses and total network provided information about 100 addresses then this Network Member receives 10% of Data Reward Pool available in a particular month. The quality of data will be assessed by Coinfirm.

It is anticipated that the monthly amount of AMLT within the Data Reward Pool for Network Members starts with 500,000 AMLT and shall this be lowered in each successive month by an amount of 5%.

Note that the above criteria may change respectively due to the number of AMLT allocated on the market.

Although future services offered within Coinfirm Platform will be payable in fiat or cryptocurrency, payment for these services using AMLT will provide additional exclusive bonuses and discounts.

Accordingly, AMLT is intended to eventually become the only transaction payment method accepted on the Coinfirm Platform. It is therefore intended that AMLT will continuously circulate within the Coinfirm Platform ecosystem.

AMLT are not intended to have any functionality and/or utility outside the Coinfirm Platform. The Coinfirm Platform will therefore be structured as a “closed system” insofar as the use of AMLT are concerned.

Coinfirm intends to create an AMLT wallet that will be integrated with the Coinfirm Platform, and allow Network Members’ contributions to be valued in AMLT (and their transactions within the Coinfirm Platform to be priced/rewarded accordingly), as well as providing an audit trail for these users to monitor the payments received as rewards for their input into the ecosystem.

POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF AMLT

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF AMLT. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF AMLT IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON THE COMPANY’S WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF AMLT AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE COMPANY’S WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF AMLT.

AMLT TOKEN CREATION AND INTENDED DISTRIBUTION

It is envisaged that a total of 400,000,000 AMLT shall be created, of which intended a total of 210,000,000 AMLT will be sold during the Token Generation Event.

A total number of 120,000,000 AMLT shall be retained on a smart contract (Data Reward Pool for Network Members) and will be offered as rewards and gradually released over a period of 4 years to incentivise the provision of data to the Coinfirm Platform;

A total of 70,000,000 AMLT shall be retained by the Company and allocated as follows, at the Company’s sole and absolute discretion:

- 4,000,000 AMLT reserved for bounty/bonus programmes, and to cover all ancillary costs relating to the Token Generation Event;
- 40,000,000 AMLT reserved for the distribution to the founders vested proportionally over a period of 3 years; with 30% allocation immediately following conclusion of the Token Generation Event;
- 16,000,000 AMLT reserved for development team vested proportionally over a period of 3 years;
- 8,000,000 AMLT reserved for the distribution to partners of the Company and advisors;
- 2,000,000 AMLT will be allocated to foundations or charities aiming to provide transparency to the financial market or the prevention of financial crime.

Any AMLT that are not purchased during the Token Generation Event shall remain at the disposal of the Company to be used and/or distributed for any purposes in our sole and absolute discretion.

SCHEDULE 2
CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these T&Cs, you hereby represent and warrant that:

1. you have read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. the acceptance of these T&Cs and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organisational 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 Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH and AMLT), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you have obtained sufficient information about the potential future use and functionality of AMLT to make an informed decision to participate in the Token Generation Event pursuant to these T&Cs;
6. you understand that AMLT confer only a limited potential future right or expectation to use and interact with the Coinfirm Platform as more particularly described in Schedule 1 to these T&Cs, and that AMLT confer no other rights of any kind with respect to the Company and/or the Coinfirm Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights. To this end, AMLT do not have any attribute that provides the holder with equity, creditor or similar rights and should not be considered investments of any type. The Contributor should not expect profits of any type from acquiring AMLT;
7. if you are an individual, you are at least 18 years of age and you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;
8. if you are making a contribution for the acquisition of AMLT as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
9. if you are making a contribution for the purchase of AMLT for or on behalf of an entity or person, you are authorised to accept these T&Cs and enter into a binding agreement with

the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorised to make a contribution);

10. you are making a contribution for the purchase of AMLT to potentially use and interact with the Coinfirm Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes, and intend to use AMLT as intended on the Coinfirm Platform;
11. any contribution to be made by you for the purchase of AMLT is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
12. you shall not use AMLT to finance, engage in, or otherwise support any unlawful activities;
13. the contribution shall be transferred to the Company from an Ethereum wallet that: (i) is registered in your name or in the name of a person who is duly authorised by you to send a contribution to the Company; and (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory" (each a "**Prohibited Jurisdiction**");
14. making a contribution and receiving AMLT under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
15. you are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of AMLT from a location in a Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of AMLT for or on behalf of any such person or entity;
16. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
17. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AMLT;
18. you shall provide us with details of an Ethereum wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as AMLT); and

19. you understand and accept the risks of participating in token generation events relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. In particular, given that AMLT are intended to function on the Coinfirm Platform there is a risk that such functionality may need to be amended or that the AMLT could lose all functionality on the Coinfirm Platform which is expected to undergo significant development. 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 T&Cs.

SCHEDULE 3

RISK FACTORS

1. **Risk of software weaknesses**: because AMLT and the Smart Contract System are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on AMLT, the Smart Contract System and/or the Coinfirm Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the AMLT (including the utility of AMLT for obtaining services), the Smart Contract System and/or the Coinfirm Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating AMLT will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or AMLT.

2. **Regulatory risk**: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System including its termination and the loss of AMLT for the Contributor. Additionally, regulation of proposed activities of the AMLT is currently uncertain. It is not known what regulatory framework the proposed AMLT and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.

3. **Risks associated with uncertain regulations and enforcement actions**: the regulatory status of AMLT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Coinfirm Platform and AMLT. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Coinfirm Platform and AMLT. Regulatory actions could negatively impact the Coinfirm Platform and AMLT in various ways, including, for purposes of illustration only, through a determination that AMLT are a regulated financial instrument that requires registration or licensing. The Company and/or Coinfirm 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.

4. **Risk of abandonment / lack of success**: the creation and issue of AMLT and the development of the Coinfirm Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if any such Coinfirm Platform is partially or fully developed and launched, you will be able to use the AMLT as intended or in accordance with the functionalities described in Schedule 1 to these T&Cs.

5. **Risk associated with other applications**: the Coinfirm Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which AMLT will have no intrinsic value. This means that competitors may produce platforms that compete with the Coinfirm Platform and may not accept AMLT as payment for services within such platforms; further, such platforms may become more popular and have greater success than the Coinfirm Platform.

6. **Risks associated with markets for AMLT**: the Company may choose not enable or otherwise facilitate any secondary speculative trading or any such external valuation of AMLT. This may restrict the contemplated avenues for using AMLT to the token functionality described in Schedule 1 to these T&Cs and could therefore create illiquidity risk with respect to any AMLT you own. Even if secondary trading of AMLT is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to AMLT (e.g. as denominated in a cryptocurrency or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the AMLT as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the AMLT are not offered by the Company or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these T&Cs (or you consider to be invested in the Company) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar.

7. **Risk of losing access to tokens due to loss of private key(s), custodial error or your error**: AMLT can only be accessed by using an Ethereum wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained AMLT associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your AMLT. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you

choose to receive and store AMLT, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your AMLT.

8. **Risk of theft**: the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or AMLT, adversely impacting the ability to develop the Coinfirm Platform and derive any usage or functionality from AMLT. Furthermore, because the Coinfirm Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Coinfirm Platform, which could negatively affect the Coinfirm Platform and AMLT.
9. **Risk of Ethereum mining attacks**: as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the AMLT via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the AMLT losing intrinsic value and/or functionality.
10. **Risk of incompatible wallet service**: the wallet or wallet service provider used to receive AMLT must conform to the ERC20 token standard in order to be technically compatible with AMLT. The failure to ensure such conformity may have the result that you will not gain access to your AMLT.
11. **Risk of hard-fork**: the Coinfirm Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes. As part of the development, an upgrade to AMLT may be required (hard-fork of AMLT) and that, if you decide not to participate in such upgrade, you may no longer be able to use your AMLT and any non-upgraded AMLT may lose its functionality in full.
12. **Risk of uninsured losses**: unlike bank accounts or accounts at some other financial institutions, AMLT 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 or private insurance arranged by us, to offer recourse to you.

13. **Risks arising from taxation**: the tax characterization of AMLT is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of AMLT, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

14. **Risk of an unfavourable fluctuation of Ethereum and other currency value**: The Company intends to use the contributions received to meet various operating expenses related to Company's business, including but not limited to, purchasing data relating to the Coinfirm Platform from Coinfirm, and to become a party of the Network Members (as defined within the Coinfirm Platform and further particularised in Schedule 1 to these T&Cs) who provide and exchange data within the Coinfirm Platform related to virtual currency addresses. The contributions received will be denominated in ETH and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavourably during or after the Contribution Period, the Company may not be able to fund the development of, or may not be able to maintain, the Coinfirm Platform in the manner that it intended.

15. **Risk of dissolution of the Company or network**: it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in AMLT utility due to negative adoption of the Coinfirm Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Coinfirm Platform may no longer be viable to operate and the Company and/or Coinfirm may dissolve and may not be able to continue the development of the Coinfirm Platform.

16. **Risks arising from lack of governance rights**: because AMLT confer no governance rights of any kind with respect to the Coinfirm Platform, Coinfirm, or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion; all decisions involving Coinfirm (including to sell or liquidate Coinfirm) will be made by Coinfirm acting in its sole and absolute discretion; and all decisions involving the Coinfirm Platform including, but not limited to, decisions to discontinue the Coinfirm Platform, or regarding the use of AMLT on the Coinfirm Platform, will be made by Coinfirm. These decisions could adversely affect the Coinfirm Platform and/or AMLT you hold.

17. **Risks arising from the market in which the Coinfirm Platform operates**: the regulatory technology or 'RegTech' market and by extension the Coinfirm Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Coinfirm Platform could be enacted, which could impact the utility of AMLT in the Coinfirm Platform. Additionally, Coinfirm Platform users are subject to or may be adversely affected by industry specific laws and regulations

or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Coinfirm Platform and the AMLT, including its functionality to obtain or provide services within the Coinfirm Platform.

18. **Risks associated with the development and maintenance of the Coinfirm Platform:**

the Coinfirm Platform although partly operational and functioning is still under development and may undergo significant changes over time. Although we intend for the AMLT and Coinfirm Platform to function as described in Schedule 1 to these T&Cs, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the AMLT or the Coinfirm Platform for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the Coinfirm Platform, what products or services will be offered through the Coinfirm Platform by third parties, or how third-party products and services will utilize AMLT (if at all). This could create the risk that the AMLT or Coinfirm Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Coinfirm Platform, it is still possible that the Coinfirm Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Coinfirm Platform and AMLT, and the potential utility of the AMLT, including the utility of the AMLT for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Generation Event.

19. **Risk of Competing Platforms:** It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Coinfirm Platform and attempt to facilitate services that are materially similar to the services offered by or within the Coinfirm Platform. The Coinfirm Platform may compete with these alternatives, which could negatively impact the Coinfirm Platform and AMLT, including the utility of the AMLT for obtaining services offered by or within the Coinfirm Platform.

20. **Unanticipated Risks:** cryptographic tokens such as AMLT are a new and untested technology. In addition to the risks set out in this Schedule 3 to these T&Cs, there are other risks associated with your acquisition, storage, transfer and use of AMLT, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3 to these T&Cs.