

RADICAL APP INTERNATIONAL
TERMS OF TOKEN SALE

Last Updated: October 10, 2017

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY, INCLUDING THE RISKS RELATING TO PURCHASE, SALE AND USE OF GMT DESCRIBED IN **EXHIBIT C**. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF TOKEN SALE, DO NOT PURCHASE TOKENS.

Your purchase of Global Messaging Tokens (“**GMT**”) during the GMT token sale (“**Token Sale**”) from Radical App International, a limited liability company incorporated in the Cayman Islands (“**Company**,” “**we**,” or “**us**”), is subject to these Terms of Token Sale (“**Terms**”). Each of you and Company may also be referred to as a “**Party**,” or collectively as the “**Parties**.”

By purchasing GMT from us during the Token Sale, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at info@mercuryprotocol.com.

You and Company agree as follows:

1. Purpose and Use of GMT

- (a) Company is developing and deploying a communications protocol (“**Mercury Protocol**”) that will enable the use of GMT within any online product or service that is integrated with the Mercury Protocol (collectively, “**Platforms**”). GMT is a decentralized ERC20 token that Company is selling in the Token Sale and that may be used in connection with Platforms. We anticipate that individuals with GMT may be able to use GMT in Platforms to receive access to premium services, features and functionality, and may receive GMT for participating in certain incentivized activities (collectively, the “**Token Utility**”). Company’s U.S. affiliate, Radical App, LLC (“**Company Affiliate**”), is in the process of developing one or more Platforms (collectively, “**Affiliate Platform**”) that will enable acquisition and use of GMT.
- (b) Purchase, ownership, receipt or possession of GMT carries no rights, express or implied, other than the right to use GMT in connection with the Token Utility, in each case, only to the extent that the Platforms remain in use after their deployment. You understand and accept that GMT do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Company and its corporate affiliates, including the governance of Company and its corporate affiliates, subject to limitations and conditions in these Terms. GMT are not intended to be a digital

currency, security, commodity or any other kind of financial instrument.

2. Eligibility

In order to be eligible to participate in the Token Sale, you must:

- (a) Be at least 18 years of age;
- (b) Complete the registration process, as defined and described in more detail in **Exhibit B**, including by (i) providing all information we request during the registration process (“**Registration Information**”) and (ii) maintaining an ERC20-compatible Ethereum wallet (a “**Purchaser Wallet**”); and
- (c) Fund your Purchaser Wallet with an amount of Ether sufficient to allow you to complete your purchase of GMT pursuant to these Terms; and
- (d) Complete all other registration requirements specified by us.

3. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of GMT from us during the Token Sale. Company will have no responsibility for the use of GMT after GMT are sold.

4. Cancellation and Refunds; Rejected and Unsuccessful Purchase Attempts

Your purchase of GMT from us during the Token Sale 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 REJECT GMT REGISTRATION OR PURCHASE ATTEMPTS AT ANY TIME IN OUR SOLE DISCRETION. FOR INSTANCE, ATTEMPTS TO PURCHASE GMT WILL BE REJECTED IF ETHER IS SENT TO THE GMT TOKEN SALE ADDRESS AT ANY TIME BEFORE OR AFTER THE TOKEN SALE. WE ARE NOT RESPONSIBLE FOR ANY UNSUCCESSFUL ATTEMPT YOU MAY MAKE TO PURCHASE OR REGISTER TO PURCHASE GMT, REGARDLESS OF CAUSE.

WE RESERVE THE RIGHT TO CANCEL THE TOKEN SALE BEFORE THE TOKEN SALE END DATE (DEFINED IN EXHIBIT B). IF WE CANCEL THE TOKEN SALE, WE WILL REFUND THE AMOUNT OF ETHER YOU USED TO PURCHASE GMT BACK TO THE PURCHASER WALLET ADDRESS YOU USED TO MAKE THE PURCHASE. THIS REFUND WILL BE YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE LIABILITY, FOR ANY SUCH CANCELLATION OF THE TOKEN SALE.

5. Token Sale Procedures and Specifications

Important information about the procedures and material specifications of the Token Sale is provided in **Exhibit B**. By purchasing GMT, you acknowledge that you have read and understand **Exhibit B**.

6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing GMT, owning GMT, and using GMT in connection with Token Utility, as disclosed and explained in **Exhibit C**. If you have any questions regarding these risks, please contact us at info@mercuryprotocol.com. **BY PURCHASING GMT, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

7. Security

You are responsible for implementing reasonable measures for securing your Purchaser Wallet and any other wallet or vault you use to hold GMT you purchase from us, including any requisite private keys or other credentials necessary to access such Purchaser Wallet or other wallet or vault. Notwithstanding any other provision of these Terms, we will not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure your Purchaser Wallet or any other wallet or vault you use to hold GMT or the relevant access credentials, (ii) the loss of, tampering with, circumventing or unauthorized use of the access credentials to your Purchaser Wallet or any other wallet or vault you use to hold GMT, (iii) any security breach affecting the security of your Purchaser Wallet or any wallet or vault you use to hold GMT, or (iv) the loss of GMT from your Purchaser Wallet or any wallet or vault you use to hold GMT.

8. Registration Information

Please refer to our Token Sale Privacy Policy at https://www.mercuryprotocol.com/files/Radical_App_International_Token_Sale_Privacy_Policy.pdf for information about how we collect, use and disclose your Registration Information and other information collected through www.mercuryprotocol.com.

9. Taxes

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

10. Representations and Warranties

You represent and warrant that:

- (a) You have a sufficient technical understanding of cryptographic tokens (including GMT and Ether), Ethereum-based protocols, distributed networks, token storage mechanisms (including your Purchaser Wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing GMT;
- (b) You have read and understand the terms and conditions of these Terms (including all exhibits which are part of these Terms);
- (c) You have obtained sufficient information about GMT to make an informed decision to purchase GMT;
- (d) You understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of GMT as set forth herein, including, but not limited to, the risks explained and disclosed in Section 6 and **Exhibit C**;
- (e) You understand that GMT are intended to be used only in connection with Token Utility, and confer no rights of any form with respect to Company or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (f) You are purchasing GMT solely for use in connection with Token Utility and are not purchasing GMT for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;
- (g) You understand and acknowledge that the Company is not registered with or licensed by any financial regulatory authority in the Cayman Islands or elsewhere. Accordingly, no Cayman or other financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing GMT, nor have these Terms been filed with, or reviewed by, any Cayman or other financial regulatory authority;
- (h) You understand and acknowledge that these Terms shall not be construed as an invitation (to the public in the Cayman Islands or otherwise) to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by the Company, shall be construed as such;
- (i) All Registration Information you have provided is complete and accurate;
- (j) You are at least 18 years of age;
- (k) Your purchase of GMT complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing GMT, using GMT, and entering into contracts with us, (ii) any foreign exchange, regulatory or import/export restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

- (l) You hereby certify that you are not (i) a citizen or resident of a geographic area in which use of GMT in connection with Token Utility is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company and cease using GMT. You agree that you will not knowingly sell or otherwise transfer GMT to a party subject to U.S. or other applicable sanctions;
- (m) You are not resident or domiciled in the People's Republic of China or New York State or purchasing GMT from a location in the People's Republic of China or New York State;
- (n) If you are purchasing GMT on behalf of any entity, (i) you are authorized to accept these Terms and to act on such entity's behalf, (ii) such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly), and (iii) such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- (o) You will not use GMT or the Platforms in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of GMT or the Platforms in connection with transactions that violate U.S. federal or state securities or commodity laws;
- (p) You will at all times maintain control of your Purchaser Wallet, and you will not share or disclose the account credentials associated with your Purchaser Wallet with any other party. If you transfer GMT from your Purchaser Wallet into another wallet or vault, you will likewise at all times maintain control of such other wallet or vault, and you will not share or disclose the account credentials associated with such other wallet or vault with any other party;
- (q) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of GMT; and
- (r) You understand and acknowledge that title to, and risk of loss of, GMT you purchase from Company passes from Company to you in the Cayman Islands.

11. Indemnification

- (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers,

directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of GMT, (ii) your responsibilities or obligations under these Terms, (iii) any breach by you of these Terms, or (iv) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity.

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

12. Disclaimers

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

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 12 may not apply to you.

13. Limitation of Liability

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

SUCH LOSS WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE GMT, EXCEED THE AMOUNT YOU PAY TO US FOR GMT.

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

14. Release

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

15. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS RESIDENT OR DOMICILED IN THE UNITED STATES. IF YOU ARE RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. IF YOU ARE RESIDENT OR DOMICILED OUTSIDE THE UNITED STATES, THIS SECTION DOES NOT APPLY TO YOU AT ALL AND FORMS NO PART OF OUR AGREEMENT WITH YOU.

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

- (b) ***No Class Arbitrations, Class Actions or Representative Actions.*** Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- (c) ***Federal Arbitration Act.*** These Terms affect interstate commerce and the enforceability of this Section 15 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “*FAA*”), to the maximum extent permitted by applicable law.
- (d) ***Notice; Informal Dispute Resolution.*** Each Party will notify the other Party in writing of any Dispute within 30 days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to Company at info@mercuryprotocol.com. We may provide notice to you via email to the email address you provide in connection with Registration. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.
- (e) Any arbitration will occur in Seattle, Washington. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“*JAMS*”), which are hereby incorporated by reference. The state and federal courts located in King County, Washington will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
- (f) ***Authority of Arbitrator.*** As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one

individual.

- (g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the [JAMS website](#). By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
- (h) **Severability of Dispute Resolution; Arbitration.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

16. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the Cayman Islands, without regard to conflict of law rules or principles (whether of the Cayman Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) will be resolved in the courts of the Cayman Islands except where Section 15 applies to you because you are resident or domiciled in the United States in which case any such dispute must be resolved in accordance with Section 15.

17. Severability

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

18. Disruption Event

In the event of a Disruption Event, we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and we will announce the resumption of the Token Sale prior to any resumption. If we suspend the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section 18, we will determine in our sole discretion whether to (i) end the Token Sale on the Token Sale End Date (as defined in **Exhibit B**) or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “**Disruption Event**” means (i) any event or occurrence that causes a disruption in the

functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether of 20% or more in any 24-hour period, (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale, or (v) any other event beyond the control of Company that has an adverse impact on the Token Sale.

19. Modification of Terms

We have the right to modify these Terms if we reasonably believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Terms at www.mercuryprotocol.com and update the “Last Updated” date above. We may also provide notice to you via email to the email address you provide during Registration. The amended Terms will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of GMT you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Terms.

20. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of GMT from us. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. We may assign our rights and obligations under these Terms. Purchasing GMT from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form.

* * * * *

Exhibit A

Description of Company, the Mercury Protocol, the Platforms, and GMT

1. *Overview of Company and Affiliates*

Company is a limited liability company incorporated in the Cayman Islands and is not subject to supervision or regulation by the Cayman Islands Monetary Authority. Company will have primary responsibility for administering certain aspects of ongoing development related to GMT, Token Utility, and the Mercury Protocol. It is anticipated that the Company Affiliate will provide certain administrative, technical and development services to Company in connection with ongoing development related to GMT, Token Utility, the Mercury Protocol and the Affiliate Platform.

2. *Overview of Affiliate Platform*

Company Affiliate has already developed and deployed Dust, an Affiliate Platform that is a fully-functional messaging app. With the integration of GMT, the Mercury Protocol and blockchain technology, Dust is being converted into a decentralized ecosystem with a broader scope of products and services.

3. *GMT – Token Utility*

Any of the Platforms implementing the Mercury Protocol should be designed to leverage GMT to encourage user participation and incentivize user behavior. In addition, GMT may be redeemed with Platforms to gain access to premium services on the Platforms.

- The GMT in any transaction will be provided directly to the providers of the Platforms.
- Providers of the Platforms may provide GMT to users that perform specific actions that add value to the Platforms (e.g., generating content, achieving subscribers, consuming content, etc.), and may charge content creators GMT for the ability to access premium services and features.
- Examples of ways in which content consumers may earn GMT include:
 1. Generating de-identified behavioral data;
 2. Giving attention to content;
 3. Providing feedback;
 4. Responding within a certain timeframe to content; and
 5. Sharing or reposting content.
- Examples of ways in which content creators may earn GMT include:
 6. Generating quality content; and

7. Creating content often or consistently.
- Examples of other possible incentivized actions include:
 8. Consistent logins;
 9. Inviting friends to the Platforms;
 10. Giving attention to premium distributed content (i.e., advertisements); and
 11. Achieving milestones within the Platforms.
 - Examples of premium services or features that content creators may access through a Platform by redeeming GMT with that Platform, include:
 1. Extending the lifetime duration of a message beyond the standard twenty-four hours.
 2. Allowing content creators to send larger message payloads such as .PDF, .MOV, etc.
 3. Sending special types of messages, such as an “urgent” type that can repeatedly notify the recipient until answered.
 4. Sending messages to different Mercury Protocol-integrated Platforms.
 5. Featuring content creators on the front page of the discover tab to help increase their following.
 6. Increase in-app reach by sending a blast to a specified number of users who do not follow the content creator.
 7. Send a blast to the followers of a specific account in order to target an existing social group or demographic.

For purposes of these Terms, the use of GMT for awarding user behavior and accessing premium content is collectively referred to as part of the Token Utility.

- ***Additional Information Regarding the Mercury Protocol, the Affiliate Platform and Ongoing Development***

Further details regarding the Mercury Protocol, the Affiliate Platform, uses of GMT for Token Utility, and Company’s anticipated development roadmap are described in the Mercury Protocol Whitepaper (“**Whitepaper**”), which is available at:

https://www.mercuryprotocol.com/files/Mercury_Protocol_whitepaper.pdf.

Although Company intends for the Mercury Protocol and GMT to function in the manner generally described above, and Company Affiliate intends the Affiliate Platform to function in the manner generally described above, each company reserves the right to modify features, functionalities or ongoing development plans in its sole and absolute discretion. Moreover, the information provided in the Whitepaper is provided for illustrative and descriptive purposes only, does not form part of these Terms unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.

Exhibit B

Token Sale Procedures and Specifications

1. Total Number of GMT to be Created and Sold

Company will create a total of 1,000,000,000 GMT by the time of the Public Sale (as defined below). No additional GMT will be created. There will be no presale of GMT.

Although subject to change at Company's discretion, at the time of the Public Sale, the allocation of GMT is expected to be approximately as follows:

- 50% of the total GMT is expected to be allocated to purchasers in the public Token Sale ("**Public Sale**");
- A few days prior to the Public Sale, Company will distribute 10% of the total GMT to a predetermined list of participants at the same exchange rate as that determined for the Public Sale; and
- Company will retain 40% of the total GMT to cover development costs of the Mercury Protocol, and to incentive adoption and development of the Mercury Protocol and ecosystem.

2. Commencement and Duration of Token Sale

The Token Sale is expected to open on or about 9am on October 25, 2017 ("**Token Sale Start Date**").

The Token Sale is expected to continue until (i) the Target Amount (as defined in Section 6 below) is reached or (ii) 30 calendar days have elapsed, whichever is earlier (either of (i) or (ii), the "**Token Sale End Date**"). Company reserves the right to modify the Token Sale End Date in its sole discretion, by either ending the Token Sale earlier or extending the Token Sale End Date for an additional period of days.

3. GMT Price

In advance of the Token Sale, the price of each GMT (denominated in Ether) sold in the Token Sale will be calculated based on an approximate market value of Ether, on the date the smart contract is deployed to the Ethereum mainnet up to one week before the Token Sale Start Date, compared to the Target Amount (specified below). Company's setting of the GMT price, including the particular value of Ether that Company uses to calculate the price, will be done at Company's sole discretion. ONCE THE PRICE OF GMT IS SET, IT WILL NOT CHANGE IN RESPONSE TO MARKET FLUCTUATIONS IN THE VALUE OF ETHER.

4. Registration and Other Procedures for Buying GMT in the Token Sale

To participate in the Token Sale, you must undergo the Token Sale registration process described herein (“**Registration**”). Registration is expected to begin at the same time the Token Sale commences.

Before beginning Registration, you must have an ERC-20 compatible Purchaser Wallet.

To begin Registration, you must access the Registration webpage at www.mercuryprotocol.com. To complete Registration, you must provide all Registration Information requested and review, agree to and comply with these Terms. Registration Information is currently expected to include first name, last name, entity (if applicable), date of birth, email address, physical address, and IP address. We reserve the right to request additional Registration Information, and to deny attempts to register for the Token Sale, at our sole and absolute discretion.

5. *GMT Purchase and Delivery*

GMT is expected to be delivered to the Purchaser Wallet address that sent the Ether purchase amount to the GMT Token Sale address as soon as the applicable Ether transfer block clears.

The GMT Token Sale address will be deployed by Company from the Cayman Islands. As such, you acknowledge that title to, and risk of loss of, GMT delivered by the Token Sale address passes from Company to you in the Cayman Islands.

6. *Use of Proceeds from GMT Token Sale*

Company is limiting the approximate total proceeds of GMT sold in the Token Sale to the estimated amount in Ether needed (in addition to sale proceeds received in the Pre-sale) to complete Company’s development roadmap, currently estimated as 80,000 ETH (“**Target Amount**”).

The proceeds of the Token Sale are intended to be used for the ongoing development of the Mercury Protocol and to incentivize adoption and development of the Mercury Protocol, as outlined in the Company’s Whitepaper (referenced in **Exhibit A**). However, there are no restrictions on how the Company may use the proceeds of the Token Sale. The Whitepaper is provided for illustrative and descriptive purposes only, does not form part of these Terms unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.

Exhibit C

Certain Risks Relating to Purchase, Sale and Use of GMT

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

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

1. *Risk of Losing Access to GMT Due to Loss of Private Key(s), Custodial Error or Purchaser Error*

A private key, or a combination of private keys, is necessary to control and dispose of GMT stored in your Purchaser Wallet or other digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your Purchaser Wallet or other digital wallet or vault storing GMT will result in loss of such GMT. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of your Purchaser Wallet or other digital wallet or vault service you use, may be able to misappropriate your GMT. Any errors or malfunctions caused by or otherwise related to your Purchaser Wallet or other digital wallet or vault you choose to receive and store GMT, including your own failure to properly maintain or use such Purchaser Wallet or other digital wallet or vault, may also result in the loss of your GMT. Additionally, your failure to follow precisely the procedures set forth in **Exhibit B** for buying and receiving GMT may result in the loss of your GMT.

2. *Risks Associated with the Ethereum Blockchain*

Because GMT and the Platforms are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Platforms or GMT. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to GMT and the Platforms, including the use of GMT for Token Utility, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain.

3. *Risk of Mining Attacks*

As with other decentralized cryptographic tokens based on the Ethereum blockchain, GMT are susceptible to attacks by miners in the course of validating GMT transactions on the Ethereum

blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platforms and GMT, including, but not limited to, accurate execution and recording of transactions involving GMT.

4. *Risk of Hacking and Security Weaknesses*

Hackers or other malicious groups or organizations may attempt to interfere with the Platforms or GMT 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 Mercury Protocol will be an open-source protocol, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Mercury Protocol, which could negatively affect the Platforms and GMT, including GMT's use for Token Utility.

5. *Risks Associated with Markets for GMT*

GMT are intended to be used solely in connection with the Platforms, and Company does not support or otherwise facilitate any secondary trading or external valuation of GMT. This restricts the contemplated avenues for using GMT, and could therefore create illiquidity risk with respect to GMT you hold. Even if secondary trading of GMT 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 market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to GMT (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. *Risk of Uninsured Losses*

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

7. *Risks Associated with Uncertain Regulations and Enforcement Actions*

The regulatory status of GMT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platforms and GMT. Regulatory actions could negatively impact the Platforms and GMT in various ways, including, for purposes of illustration only, through a determination that the purchase, sale, delivery or use of GMT constitutes unlawful activity, or that registration or licensing is required for GMT or for some or all of the parties involved in the purchase, sale, delivery or use of GMT. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or

regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approvals to operate in such jurisdiction.

8. *Risks Arising from Taxation*

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

9. *Risk of Competing Protocols*

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Mercury Protocol. The Platforms may compete with these alternative platforms, which could negatively impact the adoption of the Platforms and GMT, including GMT's use for Token Utility.

10. *Risk of Insufficient Interest in the Platforms or Distributed Applications*

It is possible that the Platforms will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed protocols and decentralized applications, more generally. Such a lack of use or interest could negatively impact the development of the Platforms and the potential utility of GMT, including its use for Token Utility.

11. *Risks Associated with the Development of the Affiliate Platform*

Although the Affiliate Platform will be deployed and operational shortly following the Token Sale, the Mercury Protocol and the Affiliate Platform are still subject to ongoing development and may undergo significant changes over time. Whether other developers will implement the Mercury Protocol in their Platforms, and how other participants will use the Affiliate Platform is also outside of Company's control. This could create the risk that GMT, the Mercury Protocol or the Affiliate Platform, as further developed and used, may not meet your expectations at the time of purchasing GMT. It is also possible that the Mercury Protocol or the Affiliate Platform will experience malfunctions or otherwise fail to be adequately developed over time, which may negatively impact the Affiliate Platform and the potential utility of GMT, including its use for Token Utility. Additionally, if all Platforms cease to operate, GMT would no longer have any utility unless or until a new Platform is developed.

12. *Risk of an Unfavorable Fluctuation of Ether and Other Currency Value*

The Company team intends to use the proceeds from selling GMT to contribute to the ongoing development of the Mercury Protocol and the Platform, as described further in **Exhibits A and B**. The proceeds of the Token Sale will be denominated in Ether, and may, at Company's discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Token Sale, the Company team may not be able to

contribute to ongoing development of the Mercury Protocol or the Platform in the manner that it intended.

13. *Risk of Dissolution of the Company*

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in GMT's utility (including its use for Token Utility), the failure of commercial relationships, or intellectual property ownership challenges, the Company may dissolve. The dissolution of Company may still adversely impact the Platforms, and the utility of GMT, given Company's role in developing the Affiliate Platform and Mercury Protocol and its anticipated role in contributing to the ongoing development of the Affiliate Platform and Mercury Protocol.

14. *Risks Arising from Lack of Governance Rights in Company*

Because GMT confer no governance rights of any kind with respect to Company, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue contributions to the Platform's ongoing development or to sell or liquidate the Company. As noted above, the consequences of those decisions could adversely impact the Platform and the utility of GMT that you hold, including GMT's use for Token Utility.

15. *Risks Associated with New and Evolving Laws Impacting Decentralized Application Technology*

The distributed ledger and decentralized application ecosystem, and by extension the Platforms, may be subject to a variety of federal, state and international laws and regulations, including those with respect to financial services, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, intellectual property (including copyright, patent, trademark and trade secret laws), 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 Platforms could be enacted, which could adversely impact the Company, the Platforms and GMT, including GMT's use for Token Utility.

Additionally, the users and developers of the Platforms may be subject to 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 Platforms and GMT, including GMT's use for Token Utility.

16. *Specific Risks Relating to Value and Function of GMT*

The launch of new features on the Affiliate Platform utilizing GMT may be delayed for reasons beyond Company's control and may ultimately prove unsuccessful. Company may discontinue features if they are not profitable, licensing requirements change, or for other reasons.

The value of GMT will depend on the Token Utility, including its acceptance as a means of obtaining services on the Platforms. The value may be affected by market conditions and other factors. Such changes may adversely effect on the utility and value of the tokens.

Unless other platforms adopt GMT, GMT will not have any utility during any period in which circumstances require Company to suspend Affiliate Platform operations. No other platforms have indicated that they intend to adopt GMT.

The value of GMT will be affected by the demand for the token relative to its supply. Company intends to augment the supply by allowing participants to earn GMT through activity on the Affiliate Platform and by releasing additional GMT over time.

The ability to convert GMT into other cryptocurrencies or fiat currencies will depend on the development of a trading market for the token. Company has no obligation to promote or support trading of GMT.

No promises of future performance or value are or will be made with respect to GMT, including no promise of inherent value, no promise of continuing payments, and no guarantee that GMT will hold any particular value.

17. Unanticipated Risks

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

* * * * *