

TOKEN SALE PARTICIPATION AND USAGE AGREEMENT

Updated 30th January, 2018

OBR token seller and provider of various technology services under the brand name "Obirum" (hereinafter - "Obirum", "we", "us").

You ("you" or the "User") are an individual or entity that uses OBR currency, <https://ico.obirum.com> (the "Website") is the official website of Obirum.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "Agreement") as follows:

1. DEFINITIONS

- **Account** – online account created by the user at the Website.
- **OBR** – virtual currency tokens created by Obirum and known as OBR.
- **Blockchain** – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.
- **Cryptocurrency** - is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.
- **Ethereum** – an open blockchain platform at www.ethereum.org.
- **Ether** – is the name of the cryptocurrency used within Obirum.
- **TOKEN SALE** – a restricted initial coin offering by Obirum to eligible Users regarding purchase of OBR.
- **Services** – any services provided by Obirum and/or its affiliates, including the services available to registered Users on the Website.

- **Smart Contract** - means the Ethereum smart contract.
- **Wallet** – any type of wallet used for storage of cryptocurrencies.
- **Website** – Internet www-site located at <https://obirum.com>
- **Whitepaper** – the document located at the Website containing the TOKEN SALE conditions and describing Obirum’s project and business model.

2. SCOPE OF THE AGREEMENT

This Agreement sets out terms and conditions for participation in TOKEN SALE and usage of OBR.

3. ACCEPTANCE AND CHANGES TO THE AGREEMENT

- Your access to and use of the Website and/or any Services is subject exclusively to this Agreement. By registering to or using the Website you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot use the Website and must immediately stop using the Website and/or the Services. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.
- This Agreement comes into effect at the moment you visit the Website or use the Website or register at the Website.
- Obirum may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website and/or the Services at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and/or the Services.

- Obirum may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that Obirum shall not be liable to you for any such change or removal.

- OBR is unregulated virtual currency. If there are any regulations imposed regarding OBR and virtual currencies, the terms and conditions of this Agreement and/or other conditions regarding usage of OBR may be changed significantly by Obirum to meet such regulatory requirements.

- Use of the Website and/or the Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

4. YOUR USAGE

- If you want to start using the Website and/or the Services, you must send Ether to the address stated at the Website. Obirum is entitled to refuse your access to the Website without indicating the reasons.

- Obirum can also request you to provide any documents required to perform either your background check or check of your provided information.

- Obirum reserves the right to suspend the usage of the Services until your identity is completely verified.

- Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or Obirum, will not be the responsibility of Obirum, its directors, associates or employees.

- The User shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any information, data and/or content you provide: (i) will be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of Obirum or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any law, statute, or regulation; (iv) will not be defamatory or libellous, and, (v) will not create liability for Obirum.

- You shall not use the Website and/or the Services for any purpose that is unlawful or prohibited by this Agreement and legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using the Services you will act honestly and in such way that it would meet the interests of both you and Obirum. Obirum has a right to restrict your usage of the Website and/or the Services without prior notice if you use the Website and/or the Services in unlawful or other unaccepted way.

5. PARTICIPATION REQUIREMENTS

- Before taking any action with respect to participation in the TOKEN SALE, you shall peruse and understand: (1) this Agreement (2) all the whitepapers of Obirum published at the Website; (3) terms and conditions published at <https://ico.obirum.com>; (4) terms and conditions indicated in this Agreement; (5) the Website; and (6) other relevant documents and information published by Obirum. The documents identified above are incorporated as integral parts to this Agreement. You shall refrain from purchasing any OBR until you understand and accept the documents identified above. By participating in the TOKEN SALE you expressly acknowledge and represent that you have carefully reviewed the aforementioned terms and conditions, and fully understand the risks, costs, and benefits associated with OBR and you agree to be bound by these terms and conditions.

- You shall meet certain participation requirements set forth in the Website to participate in the TOKEN SALE. You shall participate in the TOKEN SALE only within such period and in such manner as set forth in the Website.

- In addition to participation requirements set forth in the Website you shall represent, warrant, acknowledge and agree that: (a) you are of sufficient age (minimum 18 years of age) to participate in the TOKEN SALE and have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled; (b) you are legally permitted to participate in the TOKEN SALE and are legally permitted to receive and hold cryptocurrencies and tokens; (c) your participation in the TOKEN SALE is voluntary and based on your own independent judgment without being coerced, solicited or misled by anyone else; (d) you have sufficient knowledge on cryptocurrencies, cryptographic tokens, cryptographic protocol and blockchain technology; (e) you do not

contemplate to use OBR for any speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment; (f) you do not intend to break or misuse OBR and/or Obirum for money laundering or any illegal activities; (g) you take sole responsibility for any restrictions and risks associated with participating in the TOKEN SALE, receiving and holding OBR, whether referred to in this Agreement, arising under any applicable law or otherwise; (h) you waive the right to participate in any class action lawsuit or any class wide arbitration against Obirum and any person or legal entity associated with it; (i) you are participating in the TOKEN SALE to facilitate the development, testing, deployment and operation of Obirum's products and services; (j) the proposed outcomes discussed in the Whitepaper may not be achieved; (k) OBR may not provide the rewards envisaged; (l) participating in the TOKEN SALE, receiving and holding OBR do not grant any ownerships rights in regard to Obirum, decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of Obirum; (m) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, you will not violate or attempt to violate the security of the Website; (n) you will not access information or data which you are not authorised to access; (o) you will promptly provide to Obirum, upon request, any additional information which Obirum may consider necessary in providing services on the Website; (p) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content; (q) you are not an individual who is a citizen, resident or tax resident of the United States of America (including all territories of this country), (r) you are not a corporation, partnership or other legal entity formed under the laws of the United States of America (including all territories of this country), as well as not an agency, branch or office located in the United States of America (including all territories of this country); (s) your purchase of OBR is made for your own account as principal and is not made in anticipation of a further distribution of OBR to others; (s) you are purchasing OBR to actually use Obirum's services and OBR as a virtual currency, not to speculate on its value; (t) by participating in the TOKEN SALE or receiving and holding OBR you acknowledge and agree

that you fully understand that OBR may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that Obirum and any of its affiliates may not be held liable for any loss arising out of, or in any way connected your participation in the TOKEN SALE or receiving and holding OBR; (u) all the representations, warranties and acknowledgments as laid out in this clause are true and accurate.

- You shall only participate in the TOKEN SALE through Obirum.

- OBR token sale is not offered to citizens, residents and/or tax resident of the United States of America and China (including all territories of this country). If you are a citizen, a resident and/or a tax resident of the United States of America and China (including all territories of this country) or otherwise associated with these countries, you are not eligible to participate in the TOKEN SALE.

- You are only allowed to purchase OBR if and by buying OBR you covenant, represent, and warrant that you are neither acitizen, resident or tax resident of the United States of America and China (including all territories of this country, nor do you have a primary residence or domicile in the United States of America and China (including all territories of this country). In order to buy OBR and by buying OBR you covenant, represent, and warrant that none of the owners or beneficiaries of the company, of which you are an authorized officer, are a citizen, resident or tax resident of the United States of America and China (including all territories of this country), nor do you have a primary residence or domicile in the United States of America and China (including all territories of this country). Should this change at any time, you shall immediately notify Obirum.

- If buying, selling and usage of cryptocurrency and/or tokens, participation in the TOKEN SALE and/or other transactions indicated in this Agreement and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you oblige not to participate in the TOKEN SALE, not to use the Website and not to use or buy OBR. Failure to comply with local laws may result in the loss of your Account and any assets contained within.

- Obirum shall reserve the right to refuse selling OBR to anyone who does not meet criteria necessary for their buying, as set out in this Agreement, the Website and by the applicable law.

- You understand and accept that the purchase and sale of cryptocurrencies and tokens of any kind (including OBR) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.

6. TOKEN SALE CONDITIONS

- Obirum as a company is to be set up and an initial coin offering will be conducted. The offering will be a virtual currency tokens known as a OBR. Funds raised by Obirum will be given as grant towards the development of Obirum as a project.

- During the TOKEN SALE Obirum as a company will issue tokens on the Ethereum blockchain operated by a smart contract and following the ERC20 protocol.

- OBR will be issued in exchange for Ether based on the smart contract.

- TOKEN TOTAL SUPPLY and TOKEN SALE stages:

- TOKEN AVAILABLE TO PUBLIC LAUNCH: 1 151 000 000 OBR

- TOKEN FOR FOUNDERS, TEAM, ADVISORS, EARLY OBIRUM WALLET, PARTNERS, BOUNTIES: 1 151 000 000 OBR

- TOKEN TOTAL MAXIMUM SUPPLY: 2 302 000 000 OBR

- TOKEN SALE. The amount to raise in full TOKEN SALE will be 48,050 Ether.

- The number of OBR tokens allowed for purchase by one User is not limited.

- The TOKEN SALE conditions are indicated in more detail in the Whitepaper and the Website which are an integral part of this Agreement and you agree to be bound by them. To the extent the TOKEN SALE conditions indicated in this chapter 6 of the Agreement conflicts with the Whitepaper and the Website, the Whitepaper and the Website prevail.

- OBR emission will be conducted via Obirum website – <https://ico.obirum.com>. By participating in the TOKEN SALE you agree to be bound by all the terms and conditions of Obirum. Failure to follow the TOKEN SALE instructions on the Website may limit, delay, or prevent you from purchasing OBR.
- Any detected double spend of cryptocurrency and/or tokens will result in no OBR being provided to the relevant party.
- OBR is available for purchase to eligible buyers only during the announced periods of the TOKEN SALE period as indicated in this Agreement, the Whitepaper and the Website.

7. OBR RIGHTS AND ATTRIBUTES

- OBR is not money or investment securities and the TOKEN SALE will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. OBR is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. OBR does not stand for any sort of investment contract for all intents and purposes. You shall not participate in the TOKEN SALE with a view to investment or speculation or in pursuit of any profit. Under this Agreement Obirum does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.
- OBR are cryptographic tokens created for access of Obirum's products and services and benefits associated with it, i.e. discounts for Obirum's products and services, advance payment for Obirum's products and services, etc. However, there are no guarantees of their future use or value which can be zero.
- You cannot expect profit from OBR and shall have no expectations of profit from the future success of Obirum's business and/or the efforts of Obirum or other persons. OBR value depends on your active involvement in using and promoting it.

- The TOKEN SALE is not crowdfunding or initial public offer and you cannot participate in the TOKEN SALE with a view to crowdfunding or initial public offer.
- OBR are not shares of Obirum. OBR does not represent ownership interests or grant ownership, control and voting rights in Obirum, as well as does not grant any rights to receive a share of Obirum's profit.
- OBR does not entitle you to any intellectual property rights in regard to Obirum and its products and services.
- Obirum may unilaterally in its own discretion and to the fullest extent possible make decisions on spending, investing and otherwise using the funds received during the TOKEN SALE.
- Obirum is not required to consult with you regarding any activities and/or decisions of Obirum or coordinate it with you. You will not have any influence in the development or governance of Obirum.
- OBR holders cannot request an audit of Obirum and its business, and an investigation of Obirum's activities.
- OBR can be used for payments and other transactions associated with cryptocurrencies.
- Obirum is not obliged to redeem OBR in any case.

8. REFUNDS

- There will be no refunds in regard to the TOKEN SALE, OBR purchase and usage for any reason, including, but not limited to, loss of your OBR due to technical reasons, errors, malfunction of the wallet, transaction failures, etc. All OBR are sold as-is without any guarantee.
- By participating in the TOKEN SALE, you are confirming that you have read and understand our no refunds policy, and you acknowledge that all purchases are final and non-refundable, and Obirum is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the TOKEN SALE.

9. TAXES

- You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of this Agreement, the TOKEN SALE, OBR and usage of OBR, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation or trading of OBR (no matter whether acquired by participating in the TOKEN SALE (or otherwise acquired)). You acknowledge and agree that Obirum has no responsibility to collect, report or remit any applicable taxes in connection with this Agreement, the TOKEN SALE, OBR and usage of OBR. You hereby agree to fully indemnify, defend and hold Obirum (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with this Agreement, the TOKEN SALE, OBR and usage of OBR.

- You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. Obirum provides no advice and makes no representation as to the tax implication of any jurisdiction.

10. RISKS

- You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the TOKEN SALE. Participating in the TOKEN SALE will be deemed as you having accepted all the risks outlined in this Agreement.

- OBR price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in OBR value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Obirum cannot and

does not guarantee any market liquidity for OBR. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of OBR may be markedly different in different jurisdictions.

- While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive Obirum of sufficient resources to continue to operate.

- Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. Obirum may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with Obirum, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Obirum to further conduct business. The development, marketing, promotion or otherwise of Obirum may be seriously affected, hindered or terminated as a result. Therefore, by entering in to this Agreement you irrevocably agree, that Obirum may freely assign all or any of its rights and obligation arising from this Agreement to affiliated persons.

- Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including OBR. This could result in the theft, loss, disappearance, destruction or devaluation of OBR. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit Obirum accurately guide the development of OBR to take into account such unforeseeable changes in the domains of cryptography or security.

- Obirum cannot guarantee the software used by Obirum to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of OBR and consequently bring adverse impact on the value of OBR.

- Ethereum is an open source project and supported by the community. Obirum does not lead the development, marketing, operation or otherwise of

Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of OBR and in the worst-case scenario, could ruin the sustainability of OBR. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

- The Ethereum source code and the software used by Obirum could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects OBR's operation or market value.

- The blockchain rests on open-source software. Regardless of Obirum's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of Obirum. This could consequently result in the loss of OBR held by you.

- The loss or destruction of a private key required to access OBR may be irreversible. You are required to safeguard the private keys relating to your own OBR wallets. To the extent such private key is lost, destroyed or otherwise compromised, neither Obirum, nor anyone else will be able to access the related OBR.

- OBR is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization. The circulation and trading of OBR on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any OBR from any user or OBR holder. Nor does anyone guarantee the liquidity or

market price of OBR to any extent. Obirum has no control over market price or liquidity of OBR once OBR start to trade in the open market.

- It is possible that Obirum's product and services or OBR will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Obirum's business.

- Obirum, as developed, may not meet your expectations. You acknowledge that Obirum is currently under development and may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of Obirum held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Obirum. Furthermore, you acknowledge that Obirum project may never be fully completed or released.

- You understand and accept that hackers or other groups or organisations may attempt to steal OBR or otherwise interrupt or cease Obirum's business or usage of OBR.

- Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward- looking statements, which are based on assumptions and estimates and describe Obirum's future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward- looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which Obirum operates as well as general economic conditions and prevailing exchange rates an interest rates. Actual performance or events may be materially different from those expressed or

implied in those statements. All forward-looking statements attributable to Obirum or persons acting on behalf of Obirum are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, Obirum undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of Obirum, its officers or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

- The Internet industry is comprised of a number of participants and is subject to rapid change and competition Obirum faces from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share, especially Obirum's first mover status. Any of these occurrences could adversely affect the Obirum's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website, the Whitepaper or elsewhere are based on Obirum's management personal experience, contacts and feedback from the market. There can be no assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the understanding of Obirum's business model metrics and projected returns and values as presented by directors in this Agreement, the Website, the Whitepaper or elsewhere.

- You acknowledge and agree that in no event shall Obirum be liable or responsible for any loss in any way arising out of your participation in the TOKEN SALE, receiving and holding OBR, or use of the Website and Obirum is hereby released by you from liability for any and all such loss.