

## FOAMSPACE, INC.

### TERMS OF TOKEN SALE

**Last Updated: July 15, 2018**

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 16 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of Foamspace Tokens (“**FOAM**”) during the FOAM public token sale (“**Token Sale**”) from Foamspace, Inc. (“**Company**,” “**we**,” or “**us**”) is subject to these Terms of Sale (“**Terms**”). Each of you and Company is a “**Party**,” and together the “**Parties**.”

By purchasing FOAM 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@foam.space](mailto:info@foam.space).

You and Company agree as follows:

#### **1. Purpose and Use of FOAM**

- (a) Company has developed and is deploying the Foamspace platform (“**Foamspace Platform**”) to enable decentralized, geospatial data markets, which are designed to empower users to build a consensus-driven map of the world as described further in **Exhibit A**.
- (b) FOAM are blockchain-based tokens designed and intended for users of the Foamspace Platform to obtain and provide Static Proof of Location verification (through Protocol Cartographers) and Signaling services at the time FOAM are sold and delivered (collectively, the “**Token Utility**”). Important additional details regarding Token Utility are provided in **Exhibit A**. As described in **Exhibit B**, FOAM WILL BE IMMEDIATELY USABLE UPON DELIVERY, BUT WILL NOT BE TRANSFERABLE UNTIL THE ORIGINAL PURCHASER SATISFIES THE PROOF OF USE REQUIREMENTS AND THE INITIAL USE PERIOD HAS ELAPSED. Important additional details regarding the Proof of Use requirements and Initial Use Period are provided in **Exhibit B**.
- (c) Purchase, ownership, receipt or possession of FOAM carries no rights, express or implied, other than the right to use FOAM in connection with Token Utility. You understand and accept that FOAM 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 any of its corporate affiliates, subject to limitations and conditions in these Terms. FOAM are not intended to be a digital currency, security, investment contract, commodity interest or any 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) Comply with all the terms and conditions set forth in these Terms;
- (c) Complete the registration process (“**Registration**”), as described further in Section 8 and **Exhibit B**; and
- (d) Have an ERC20-compatible Ethereum wallet (“**Purchaser Wallet**”) with a sufficient Ether balance to allow you to complete your purchase of FOAM pursuant to these Terms.

## 3. Scope of Terms

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

## 4. Cancellation and Refunds; Rejected and Unsuccessful Purchase Attempts

Your purchase of FOAM 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 FOAM PURCHASE ATTEMPTS AT ANY TIME IN OUR SOLE AND ABSOLUTE DISCRETION. ATTEMPTS TO PURCHASE FOAM WILL BE REJECTED IF ETHER IS SENT TO THE FOAM 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 FOAM, REGARDLESS OF CAUSE.

## 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 FOAM, you acknowledge that you have read and understand **Exhibit B**, including the information about the Proof of Use requirements and the Initial Use Period.

## 6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing FOAM, owning FOAM, and using FOAM 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@foam.space](mailto:info@foam.space). BY PURCHASING FOAM, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## 7. Security

You will implement and be responsible for implementing reasonable measures for securing your Purchaser Wallet and any other wallet or vault you use to hold FOAM 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 FOAM or the relevant access credentials, (ii) the loss of, tampering with, circumventing or unauthorized use of any of the access credentials to your Purchaser Wallet or any other wallet or vault you use to hold FOAM, (iii) any security breach affecting the security of your Purchaser Wallet or any other wallet or vault you use to hold FOAM or (iv) the loss of FOAM from your Purchaser Wallet or any other wallet or vault you use to hold FOAM.

## 8. Registration and Privacy; Purchase Limits

Registration is administered by our vendor Token Foundry and its service provider(s) (together, “**Token Foundry**”) through the interface made available on Token Foundry’s website for Registration, available at <https://tokenfoundry.com/projects/foam>. To complete Registration, you must (i) provide all registration information (“**Registration Information**”) requested through Token Foundry, subject to Token Foundry’s Terms and Conditions available at <https://tokenfoundry.com/terms> Token Foundry’s Privacy Policy available at <https://tokenfoundry.com/legal> and (ii) receive a confirmation email that you have been approved to purchase FOAM in the Token Sale. Please refer to Token Foundry’s Privacy Policy for information about the collection, use and sharing of your Registration Information. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL REGISTRATION INFORMATION, AND TO DENY OR REVOKE APPROVALS TO PURCHASE FOAM AT OUR SOLE AND ABSOLUTE DISCRETION. BASED ON OUR REVIEW OF YOUR REGISTRATION INFORMATION, WE MAY ALSO IMPOSE LIMITS ON THE AMOUNT OF FOAM YOU MAY PURCHASE IN THE TOKEN SALE. SUCH PURCHASE LIMITS, IF ANY, WILL BE DETERMINED AT OUR SOLE AND ABSOLUTE DISCRETION. FOR THE AVOIDANCE OF DOUBT, YOU CONSENT TO THE SHARING OF REGISTRATION INFORMATION WITH US PURSUANT TO TOKEN FOUNDRY’S PRIVACY POLICY.

## 9. Token Foundry

The role of Token Foundry with respect to the Token Sale is limited to (a) facilitating the collection, verification and sharing of Registration Information, including purchaser verification processes required by applicable law and (b) other technical services in connection with the Token Sale. You acknowledge and agree that (i) Company is the seller of FOAM in the Token Sale, (ii) the terms and conditions under which you create an account, if any, with Token Foundry are solely between you and Token Foundry, and we are not a party to such terms and conditions, (iii) Token Foundry’s Privacy Policy is applicable to your use of the Token Foundry website, including the collection, use and sharing of Registration Information, (iv) we are not responsible or liable for the acts or omissions of Token Foundry, and (v) we are not responsible or liable for, and you hereby release us from, any claims, losses, or other liabilities you may incur as a result of your use

of the Token Foundry website, Token Foundry's services, or your account with Token Foundry, including but not limited to, any claims, losses, or other liabilities in connection with Registration Information.

## **10. Taxes**

Any amounts that you pay for FOAM are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of FOAM, 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 FOAM.

## **11. Representations and Warranties**

You represent and warrant that:

- (a) You have a sufficient technical understanding of cryptographic tokens (including FOAM and Ether), Ethereum-based protocols, distributed networks (including the Foamspace Platform) 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 FOAM;
- (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 FOAM to make an informed decision to purchase FOAM;
- (d) You understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of FOAM as set forth herein, including, but not limited to, the risks explained and disclosed in Section 6 and **Exhibit C**;
- (e) You understand that FOAM 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 FOAM solely for personal or internal business use in connection with Token Utility and are not purchasing FOAM for any other purposes, including, but not limited to, any resale, investment, speculative or other financial purposes;
- (g) You understand and acknowledge that these Terms shall not be construed as the offer or sale of any securities, and you understand and acknowledge that no actions of, or documentation issued by Company, shall be construed as such;
- (h) You understand and acknowledge that Company is not registered with or licensed by any financial regulatory authority in the United States or elsewhere. Accordingly, no United

States or other financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing FOAM, nor have these Terms been filed with, or reviewed by, any United States or other financial regulatory authority;

- (i) All Registration Information you have provided is complete and accurate;
- (j) You satisfy the eligibility requirements set forth in Section 2;
- (k) Your purchase of FOAM 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 FOAM, using FOAM, and entering into contracts with us, (ii) any foreign exchange or 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 purchase, holding or use of FOAM 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 FOAM. You agree that you will not knowingly sell or otherwise transfer FOAM 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 FOAM from a location in the People's Republic of China or New York State;
- (n) If you are purchasing FOAM 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 FOAM or the Foamspace Platform in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of FOAM or the Foamspace Platform in connection with transactions that violate U.S. federal or state securities or commodity laws;
- (p) You will maintain sole and continuous control of your Purchaser Wallet until FOAM are delivered to your Purchaser Wallet, and you will not share or disclose the account credentials associated with your Purchaser Wallet with any other party;
- (q) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of FOAM; and

- (r) You understand that FOAM will not be transferable until you satisfy the Proof of Use requirements and the Initial Use Period has elapsed.

## **12. 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, liabilities, costs and expenses (including attorneys’ fees) (“**Claims**”) that arise from or relate to: (i) your purchase or use of FOAM, (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) You agree to promptly notify Company of any third-party Claims, cooperate with Company in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). Company reserves the right to exercise control over the defense or settlement, at your expense, of any Claim subject to indemnification under Section 12(a), at Company’s sole option. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **13. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) FOAM ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO FOAM, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT FOAM ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN FOAM WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT FOAM OR THE DELIVERY MECHANISM FOR FOAM 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 13 may not apply to you.

## **14. Limitation of Liability**

- (A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY 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 FOAM 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 COMPANY PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE FOAM, EXCEED THE AMOUNT YOU PAY TO US FOR FOAM.

- (B) THE LIMITATIONS SET FORTH IN SECTION 14(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

## **15. 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.

## **16. Dispute Resolution; Arbitration**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

- (a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (each a “**Dispute**” and collectively, “**Disputes**”) in which either Party seeks to bring an individual action in small claims court or 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 16 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 arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at info@foam.space. Notice to you shall be by email to the email address you provide during 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 thirty (30) days after the date notice is received by the applicable party, then either you or Company may, as appropriate and in accordance with this Section 16, commence an arbitration proceeding or, to the extent specifically provided for in Section 16(a), file a claim in court.
- (e) Process. Any arbitration will occur in Los Angeles County, California. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in Los Angeles County, California will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
- (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) Confidentiality of Proceedings. The arbitrator, Company, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.
- (i) Costs. You and Company agree that for any arbitration you initiate, you will pay the filing fee and Company will pay the remaining JAMS fees and costs. For any arbitration initiated by Company, Company will pay all JAMS fees and costs.
- (j) Time Limitation. ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND COMPANY WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.
- (k) Opt-Out Right. YOU HAVE THE RIGHT TO OPT OUT OF BINDING ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST ACCEPTED THE TERMS OF THIS SECTION 16 BY NOTIFYING US AT [info@foam.space](mailto:info@foam.space). In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 17.
- (l) Other. If any portion of this Section 16 is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms, (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 16 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 16, and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 16 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 16 will be enforceable.

## 17. Governing Law and Venue

Any dispute arising from these Terms will be governed by and construed and enforced in accordance with the laws of the State of California, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in Los Angeles County, California.

## 18. 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.

## 19. Disruption Event

In the event of a Disruption Event (as defined below), 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, prior to resuming the Token Sale, we will announce the resumption at least four hours in advance. If we suspend the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section 19, we will determine in our sole discretion whether to (i) nevertheless end the Token Sale on the scheduled 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 smart contracts or other 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, or (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

## 20. Possible Migration of Tokens

Company reserves the right to migrate FOAM to another protocol in the future should Company determine, in its reasonable discretion, that doing so is necessary or desirable. Upon Company’s request, you agree to take any and all actions reasonably necessary to effectuate the migration of your FOAM to another protocol identified by Company. If you fail to effectuate such migration, the Tokens may not be compatible with the Foamspace Platform going forward. Notwithstanding any other provision of these Terms, Company will not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which you may suffer, sustain or incur, arising out of or relating to your failure to effectuate such migration of your FOAM to another protocol identified by Company.

## **21. 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 <https://www.foam.space/token> 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 FOAM you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Terms.

## **22. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your purchase of FOAM 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 FOAM 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 Foamspace Platform, and FOAM**

#### ***1. Overview of Foamspace Platform***

Company, a Delaware corporation, developed the Foamspace Platform on the foundation of existing, open-source distributed ledger technology. The main components of the Foamspace Platform are the defined standard for new coordinate units, Crypto-Spatial Coordinates (“**CSCs**”); an index of CSCs visualized in a traditional map, the Spatial Index Visualizer (“**SIV**”); and a blockchain-based protocol (the “**Protocol**”) (together, the “**Foamspace Platform**”). The CSC standard is the format of the collected data, the SIV organizes and illustrates this data, and the Protocol is a set of rules that provides users the opportunity to interact with both the data and one another, as described in more detail in Company’s product whitepaper (“**Product Whitepaper**”), available at [https://foam.space/publicAssets/FOAM\\_Whitepaper.pdf](https://foam.space/publicAssets/FOAM_Whitepaper.pdf).

The key innovation of the low-level protocol underpinning the Foamspace Platform is to tie the verifiable physical locations to a blockchain-based immutable ledger. The Protocol is intended to accomplish this by building and incentivizing an ecosystem of participants designed to maintain decentralized consensus for physical location addresses on the Foamspace Platform. Built on Ethereum technology, the architecture of the Foamspace Platform is intended to be extendable on a geographic basis by users and Cartographers (as defined below) through the Signaling mechanism, and by developers and service providers across location-based verticals as they develop independent future use cases by leveraging the Foamspace Platform.

#### ***2. Initial FOAM Functionality; Static Proof of Location***

Although the Foamspace Platform will have a variety of other functions, as explained in the Product Whitepaper, the anticipated initial services that will require FOAM in the Foamspace Platform (the “**Token Utility**”) include the following:

Upon deployment of the Foamspace Platform, an application available for users will be a continuously updated map of static objects in space (“**Static Proof of Location**”). Static Proof of Location relies on CSCs, the SIV, and a voting system working together to create Token Curated Registries (“**TCRs**”) that will record the locations of such static objects. TCRs use CSC-based smart contracts to log user community verified Points of Interest (“**POI**”). A POI is logged onto a registry and displayed on that TCR’s SIV.

Users who wish to have information appear on the registry may submit a POI request by staking FOAM to a CSC. Such users are referred to as “**Cartographers**.” The FOAM remains staked to that POI unless challenged by other Cartographers who believe that the POI is inaccurate. The challengers must stake FOAM against the POI to initiate the challenge, which opens the POI up to a vote among community users. If the challengers win, they receive a portion of the originally staked FOAM as well as their FOAM back. The POI is then removed from that TCR. If the challengers lose, the POI remains on that TCR and the original Cartographer receives the challengers’ FOAM. This voting system is intended to ensure a verified and reputable map that users will be able to rely on.

### **3. *Potential FOAM Functionality; Dynamic Proof of Location***

The Protocol enables the FOAM user community to signal that Static Proof of Location is sufficiently developed in certain geographical areas to facilitate decentralized GPS through the Protocol, and that users in fact have an interest in using decentralized GPS. Because decentralized GPS enables mapping of objects in both time and space, this is referred to as “**Dynamic Proof of Location**” in the Product Whitepaper. Users stake FOAM in a geographical area using steps specified by the Protocol in order to signal (“**Signaling**”). The Protocol is designed so that the earlier users signal in an area, the greater the block rewards that area will receive when Dynamic Proof of Location is activated.

When signaling indicates sufficient user participation and interest in Dynamic Proof of Location in enough geographical areas, a block reward mechanism will be activated in the Protocol. This block reward mechanism will incentivize the functioning of Dynamic Proof of Location and the provision of Presence Claims through the cooperative effort of Zones, Verifiers, Proof of Stake consensus, and the Protocol, each as defined and described further in the Product Whitepaper.

COMPANY IS SELLING FOAM SOLELY TO PROVIDE THE TOKEN UTILITY AVAILABLE AT THE TIME OF SALE, AS DEFINED ABOVE. THE DEVELOPMENT AND ADOPTION OF DYNAMIC PROOF OF LOCATION DEPENDS ON FACTORS OUTSIDE OF COMPANY’S CONTROL, INCLUDING FOAM USER ADOPTION, THE ORGANIC COMMUNITY-DRIVEN EXPANSION OF THE FOAMSPACE PLATFORM AND THE REQUISITE ADDITION OF RADIO HARDWARE BY, AND AT THE EXPENSE OF, INDIVIDUAL FOAM USERS. AS SUCH, IF OR WHEN DYNAMIC PROOF OF LOCATION IS ADOPTED CANNOT BE STATED WITH ANY CERTAINTY, AND COMPANY ASSUMES NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO ITS DEVELOPMENT AND ADOPTION. THE SIGNALING FUNCTION IS INTENDED TO ASSIST IN THE USER-DRIVEN DEVELOPMENT AND ADOPTION OF DYNAMIC PROOF OF LOCATION, BUT THERE IS NO GUARANTEE THAT IT WILL ACHIEVE ITS GOAL OF IMPLEMENTING DYNAMIC PROOF OF LOCATION, IN WHOLE OR IN PART, OR OPERATE AS INTENDED.

### **4. *The Foamspace Reserve***

Company intends to establish a reserve of FOAM for several purposes in connection with the Foamspace Platform (“**Foamspace Reserve**”). As the geographic spread and distribution on the Foamspace Platform grows, it is anticipated that FOAM from the Foamspace Reserve will be released to encourage greater use of the Foamspace Platform, including as grants for application development. The release of FOAM from the Foamspace Reserve should also serve as an inflationary measure in order to bolster supply as use of, and demand for, FOAM increases.

### **5. *Additional Information Regarding Foamspace Platform***

General information regarding the Foamspace Platform, the use of FOAM for Token Utility, and potential future user-driven functionalities are described in Company’s Product Whitepaper. Further technical details can also be found in Company’s technical whitepaper on the Foamspace

GitHub (“**Technical Whitepaper**”), which is available at <https://github.com/f-o-a-m/public-research>.

ALTHOUGH COMPANY INTENDS FOR THE FOAMSPACE PLATFORM AND FOAM TO FUNCTION IN THE MANNER GENERALLY DESCRIBED ABOVE, IT RESERVES THE RIGHT ON A NON-PROMISSORY BASIS TO MODIFY FEATURES, FUNCTIONALITIES OR MAKE OTHER NECESSARY CHANGES WITHIN ITS CONTROL IN ITS SOLE AND ABSOLUTE DISCRETION. MOREOVER, THE INFORMATION PROVIDED IN THE PRODUCT WHITEPAPER AND TECHNICAL 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. NO COMMUNICATION (WRITTEN OR ORAL) OF COMPANY IS BEING PROVIDED AS PURCHASING ADVICE OR OTHER FORM OF RECOMMENDATION, INCLUDING THE PRODUCT WHITEPAPER OR TECHNICAL WHITEPAPER.

## **Exhibit B**

### **Token Sale Procedures and Specifications**

#### **1. *Total Number of FOAM to be Created and Sold***

Company is creating 1,000,000,000 FOAM shortly before the Token Sale. The allocation of these FOAM is expected to be as follows:

- 30% will be made available for sale in the Token Sale (“**Sale FOAM**”).
- 35% will be allocated for eventual release as user mining rewards from the Foamspace Protocol.
- 15% will be allocated to Company’s development team and founders.
- 10% will be delivered to advisors, employees, and accredited investors.
- 10% will be allocated to the Foamspace Reserve.

#### **2. *Commencement and Duration of Token Sale***

The Token Sale is anticipated to begin on a date between July 24, 2018 and July 31, 2018 (the “**Token Sale Commencement Date**”) and to end either (i) when payments for Sale FOAM (each, a “**Sale FOAM Payment**”) are received from purchasers are approximately \$24 million in total or (ii) on or about August 10, 2018, whichever is earlier (either of (i) or (ii), the “**Token Sale End Date**”).

The Token Sale will be open only to purchasers who have completed Registration. Company may alter the Token Sale Commencement Date and/or the Token Sale End Date at its sole discretion. Company may also cancel the Token Sale and refund purchase amounts at any time before Sale FOAM are delivered.

#### **3. *FOAM Price***

Each Sale FOAM Payment is valued in U.S. dollars but payable in Ether. Before you make a Sale FOAM Payment, Token Foundry will display your Ether payment amount and the current U.S. dollar value corresponding to it. By making a Sale FOAM Payment at the displayed Ether amount, you acknowledge and irrevocably agree to the corresponding U.S. dollar value assigned to your Sale FOAM Payment. As of the Token Sale End Date, the price of each Sale FOAM in the Token Sale will be calculated as the total number of Sale FOAM Payments divided by the total number of Sale FOAM (the “**FOAM Price**”). Each purchaser will receive an amount of FOAM equal to such purchaser’s Sale FOAM Payment divided by the FOAM Price.

#### **4. *Procedures for Purchasing and Receiving FOAM in the Token Sale***

Before purchasing FOAM in the Token Sale, you will be required to review, agree to, and comply with these Terms and Token Foundry’s Privacy Policy.

During the Token Sale, the FOAM smart contract address will only accept Ether from ERC-20 compatible Purchaser Wallets with adequate Ether balances belonging to persons who have completed Registration. ETHER MUST BE SENT TO THE FOAM SMART CONTRACT ADDRESS DURING THE TOKEN SALE IN ORDER TO PURCHASE FOAM. SENDING ETHER TO ANY OTHER ADDRESS MAY RESULT IN LOSS OF ETHER. Attempted transactions to purchase FOAM will be rejected if Ether is sent to the FOAM smart contract address at any time before or after the Token Sale.

FOAM will be delivered to Purchaser Wallets no later than 28 days from the time of each purchase. FOAM WILL BE IMMEDIATELY USABLE BY PURCHASERS UPON DELIVERY, BUT WILL NOT BE TRANSFERABLE UNTIL THE PURCHASER SATISFIES THE PROOF OF USE REQUIREMENTS AND THE INITIAL USE PERIOD HAS ELAPSED, EACH AS DESCRIBED BELOW.

#### **5. *Proof of Use Requirements and Initial Use Period***

To encourage the active growth of Cartographers through increased familiarity with Token Utility and the Foamspace Platform, FOAM will not be transferable for 45 days following the Token Sale End Date (the “**Initial Use Period**”). To ensure that purchasers will use FOAM in connection with Token Utility, purchasers are also required to demonstrate use of FOAM in certain ways before they may transfer FOAM (the “**Proof of Use**” requirements), even after the Initial Use Period has elapsed. The Proof of Use requirements will be displayed to you during Registration. Company may extend the Initial Use Period or change Proof of Use requirements at its sole discretion and will announce any such changes on its website, at <https://www.foam.space>.

BY PURCHASING FOAM, YOU UNDERSTAND AND CONSENT TO THE TRANSFERABILITY LIMITATIONS IMPOSED BY THE INITIAL USE PERIOD AND PROOF OF USE REQUIREMENTS, AND EXPRESSLY ACKNOWLEDGE THAT COMPANY MAY EXTEND THE INITIAL USE PERIOD OR CHANGE PROOF OF USE REQUIREMENTS AT ITS SOLE DISCRETION.

#### **6. *Use of Proceeds from FOAM Token Sale***

Because FOAM are being sold solely for the Token Utility that Company has already developed and is making available at the time of sale, as noted above in **Exhibit A**, there are no restrictions on how Company may use the proceeds of the Token Sale.



## **Exhibit C**

### **Certain Risks Relating to Purchase, Sale and Use of FOAM**

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

**BY PURCHASING, HOLDING AND USING FOAM, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:**

#### ***1. Risk of Losing Access to FOAM 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 FOAM 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 FOAM will result in loss of such FOAM. 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 FOAM. 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 FOAM, 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 FOAM. Additionally, your failure to follow precisely the procedures set forth in **Exhibit B** for buying and receiving FOAM may result in the loss of your FOAM.

#### ***2. Risks Associated with the Ethereum Blockchain***

Because FOAM and the Foamspace Platform are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Foamspace Platform or FOAM. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to FOAM and the Foamspace Platform, including the use of FOAM 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, FOAM are susceptible to attacks by miners in the course of validating FOAM 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 Foamspace Platform and FOAM, including, but not limited to, accurate execution and recording of transactions involving FOAM.

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

Hackers or other malicious groups or organizations may attempt to interfere with the Foamspace Platform or FOAM 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 Foamspace Platform is based on 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 Foamspace Platform, which could negatively affect the Foamspace Platform and FOAM, including FOAM's use for Token Utility.

#### **5. *Risks Associated with Markets for FOAM***

FOAM are intended to be used solely in connection with the Foamspace Platform, and Company does not support or otherwise facilitate any secondary trading or external valuation of FOAM. This restricts the contemplated avenues for using FOAM, and could therefore create illiquidity risk with respect to FOAM you hold. Even if secondary trading of FOAM 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 FOAM (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. It is also possible that no secondary markets ever develop for FOAM.

#### **6. *Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, FOAM are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of FOAM 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 FOAM 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 Foamspace Platform and FOAM. Regulatory actions could negatively impact the Foamspace Platform and FOAM in various ways, including, for purposes of illustration only, through a determination that the purchase, sale, delivery or use of FOAM constitutes unlawful activity, or that registration or licensing is required for FOAM or for some or all of the parties involved in the purchase, sale, delivery or use of FOAM.

#### **8. *Risks Arising from Taxation***

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

## **9. *Risk of Competing Protocols and Platforms***

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

## **10. *Risk of Insufficient Interest in the Foamspace Platform or Distributed Applications***

It is possible that the Foamspace Platform 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 and geographic coverage of the Foamspace Platform and the potential utility of FOAM, including its use for Token Utility.

## **11. *Risks Associated with the Development of the Foamspace Platform***

Although the Foamspace Platform will be deployed and operational at the time of the Token Sale, it is possible other participants or interested parties may contribute to ongoing development proposals and that therefore the Foamspace Platform may undergo significant changes over time as a result. How other participants will use the Foamspace Platform is outside of Company's control. This could create the risk that FOAM or the Foamspace Platform, as further developed and used, may not meet your expectations at the time of purchasing FOAM. It is also possible that the Foamspace Platform will experience malfunctions or otherwise fail to be adequately developed over time, which may negatively impact the Foamspace Platform and the potential utility of FOAM, including its use for Token Utility and the related geographic coverage of the Foamspace Platform. This includes, but is not limited to, the possibility that the underlying Protocol may be subject to a sudden change in operating rules (i.e., a 'fork'), and that such a fork may materially affect the value, function, and/or even the name of the Token.

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

The distributed ledger and by extension, the Foamspace Platform, may be subject to a variety of federal, state and international laws and regulations, including those with respect to 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 Foamspace Platform could be enacted, which could adversely impact the Company, the Foamspace Platform and FOAM, including FOAM's use for Token Utility.

Additionally, the users and developers of the Foamspace Platform 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 Foamspace Platform and FOAM, including FOAM's use for Token Utility.

### ***13. Specific Risks Relating to Value and Function of FOAM***

Although the Protocol will be deployed in completed form, only Static Proof of Location utility for FOAM will initially be available through the Protocol and Platform, as explained in **Exhibit A** above. The Dynamic Proof of Location utility can only materialize through user-driven adoption over time, since it is intended to function as fully decentralized GPS. Such adoption depends on variety of factors, including the pace of FOAM user adoption, the organic community-driven expansion of the network and the requisite addition of radio-based clock hardware by individual FOAM users. As such, if or when it is adopted is entirely outside the control of the Company and cannot be stated with any certainty.

The price of Ether may fluctuate during the Token Sale and accordingly the amount of FOAM received by you may vary depending on the time of your purchase.

The price of FOAM may fluctuate in response to competitive and market conditions affecting the general supply of and demand for Proof of Location services. These conditions are beyond the control of the Company or of individual FOAM holders. The value of FOAM on the Foamspace Platform may be lower than the price at which it was purchased.

The utility of FOAM, and any value associated with that utility, will depend on the ability of the Foamspace Platform to adequately facilitate Proof of Location services. Inadequate supply may result in such services taking more time, while inadequate demand may make it difficult to obtain services, both of which may discourage participation in the Foamspace Platform.

The compensation for providing Proof of Location-related services in the Platform will depend on the resale price for the FOAM received for such services, which may be lower than the compensation that might have been received through other arrangements.

Use of FOAM in connection with Static Proof of Location will require active participation and staking by FOAM holders as Cartographers, as described more fully in the Product Whitepaper. When participating as Cartographers, FOAM holders may lose their staked FOAM if the POI location information they provide is deemed incorrect, as determined by the voting mechanism described in the Product Whitepaper.

Receipt of FOAM through mining rewards in Dynamic Proof of Location, if and when deployed, will require active participation and staking by FOAM holders as Verifiers and/or Zone operators, as described more fully in the Product Whitepaper. When participating as Verifiers and/or Zone operators, FOAM holders may lose their staked FOAM if they do not carry out specified responsibilities with respect to the recording and verification of Presence Claims, as described in the Product Whitepaper.

The Company's sale of FOAM does not limit its ability to participate in other projects, operate other protocols, or issue other tokens that may compete with FOAM.

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

The transferability of FOAM will depend on: (a) your ability to stake FOAM in connection with Token Utility, and as such, you will not be able to transfer your FOAM from your Purchaser Wallet until you do so; and (b) the Initial Use Period elapsing.

**14.     *Unanticipated Risks***

Cryptographic tokens such as FOAM 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 FOAM, including those that Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit C**.

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