

RISK FACTORS

Please read the following carefully to understand the risks involved.

1. General

The Token Issuer does not provide any legal, tax or financial advice and you are strongly advised to obtain independent legal, tax or financial advice prior to making any financial decision, including buying, trading, holding or using crypto assets. There are significant risks associated with crypto assets, and you are solely responsible to make sure you understand such risks and assess whether such risks are appropriate for you. The Token Issuer does not make any offers, recommendations or invitations for you to deal in crypto assets or use any services, and does not take into account your personal circumstances, financial situation, needs or goals. Before making any financial decision, you should carefully assess your financial situation and capacity, and only use funds that you can afford to lose.

Before entering into any transaction you should ensure that you understand and have made an independent assessment of the suitability and appropriateness of a transaction into which you are entering and the nature and extent of your exposure to risk of loss in light of your own objectives, financial and operational resources and other relevant circumstances. Past performance is no guarantee of future results.

2. Risks Related to Crypto Assets Generally

Dealing in crypto assets can incur risk of financial loss. crypto assets are by their nature highly volatile and you should be aware that the risk of loss in trading, investing or holding crypto assets can be substantial. The value of crypto assets can be highly unpredictable, with significant price fluctuations within short periods of time. Crypto assets are extremely volatile, can experience significant price fluctuations within short periods of time and their value may not be guaranteed or backed by any government.

The value of crypto assets can be affected by unpredictable events, including the performance of world markets, interest rates, changes in taxation on income and capital, foreign exchange rates, regulatory and legislative changes, technological developments and market sentiment. Crypto assets are not legal tender, and there is no guarantee that any person shall agree to accept them for their intended purpose at any time in the future. Market availability and liquidity may be limited or disrupted, and there can be no guarantee that you would be able to sell or exchange your crypto assets at any price.

The nature of crypto assets may entice an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. Crypto asset transactions are not reversible. Erroneous transactions may result in irreversible loss of your funds.

Where you hold crypto assets in your on-chain digital wallet, you must be very cautious in maintaining your private keys and backup phrase. Loss of private keys and backup phrase may result in irreversible loss of your funds. Due to the decentralized nature of blockchain, there is no central party which may restore your private keys, extract your funds or reimburse you for your losses.

Any third-party gaining access to your digital wallet can extract your funds, and you may not be able to identify or find such parties. Never provide any person with your wallet's private keys or backup phrase. Once you send crypto assets to an address, there is risk that you may lose access to, and any claim on, those crypto assets either indefinitely or permanently because, for example, an address may have been entered incorrectly. Losses due to fraudulent or accidental transactions may not be recoverable.

Crypto assets which are meant to mimic or follow the price of another asset (e.g. any fiat currency, commodity) may not always accurately reflect such prices, which can fluctuate above or below its intended value. Crypto assets are largely unregulated in most parts of the world, and limited protection (if any) may be afforded to users in the event of loss. Crypto exchanges and service providers may not be subject to regulatory supervision.

Different jurisdictions may treat crypto assets differently, and the cross-border nature of the blockchain and of crypto assets may make them subject to the laws of various jurisdictions. You must always make sure that any use you make of any crypto asset is compliant with all applicable laws.

Different jurisdictions may impose specific tax rules and treatments to crypto assets. You must ensure you understand the tax implications of your activities, and always comply with all reporting and payment obligations applicable to you.

Blockchain technologies are susceptible to a wide variety of risks, from malicious attacks to technical difficulties and failures, which may result in loss of funds transacted or held over the blockchain, increased transaction costs or delays in execution.

4. Risks Related to the Token

The Token should not be purchased for speculative investment purposes, any arbitrage strategy, immediate or subsequent resale or other financial purposes. Tokens are to be purchased and used for their utilities within the Nexum ecosystem and other ecosystems utilizing the Token only. For more information about the Tokens see the materials you have been provided giving you background on the Token.

The Token Issuer may change, from time to time and in its sole discretion, the utilities of the Tokens over the platform, including adding new utilities and removing or changing existing utilities and the allocation of the funds.

The Tokens do not entitle their holders to any share in the Token Issuer's profits (such as, but not limited to, payment of dividends), or to exercise any voting or ownership rights in relation to the Token Issuer.

All purchases of the Tokens are final and nonrefundable, and the Token Issuer would not be required to provide a refund for any reason, to repurchase any Tokens from their owners, or to redeem Tokens for any consideration whatsoever.

As other crypto assets, the Token is susceptible to a wide variety of risks, including risk of theft, loss of keys, irreversibility of transactions and failure of the underlying blockchain. The Token may further be subject to high volatility, limited liquidity and risk of swift and unexpected loss of value. See further 'Risks Related to Crypto Assets Generally' above.

The Token Issuer does not control, and shall not be responsible or liable for, volatility in the Token prices or any financial gains or losses which may be experienced by Token holders. As utility tokens intended to be used within the Token Issuer's platform, the Tokens may become unusable, illiquid and/or worthless in the event that Token Issuer's platform ceases to operate for any reason whatsoever. The Token Issuer will not redeem or repurchase any Tokens in any such event.

Applicable laws and regulations, including regulatory changes and enforcement actions, may limit the utility, functionality, accessibility and transferability of the Tokens, and have a substantial detrimental effect on their value.

A digital wallet or wallet service provider may not be technically compatible with the Token's protocol, which may result in a complete and irreversible loss of any Tokens transferred thereto.

The Tokens have not been, and are not intended to be, registered under the U.S. Securities Act or the securities laws of any other jurisdiction. In the absence of regulatory clarity, there is a risk that the Tokens may be viewed as a security, financial instrument, specified investment, or other regulated instrument. In any such event, the Tokens may not be offered or sold except pursuant to an exemption from, or a transaction not subject to, the applicable registration requirements of the applicable Laws. These restrictions may limit the transferability, value and liquidity of the Tokens.

The Token Issuer does not intend or undertake to register the Tokens for trading on any securities exchange. Nothing in this document, or in the website generally, should be seen as an invitation, offer or recommendation to purchase, use or choose to receive the Tokens, to any person or in any jurisdiction. The information provided herein is for general information purposes only, does not take into account your personal circumstances, financial situation, needs or goals, and cannot provide all relevant information and factors you should consider before making any financial decision. The Token Issuer does not undertake to update any information. You are solely responsible to carefully assess your financial situation and capacity, and only use funds that you can afford to lose.

5. Assumption of risk

The trading of cryptocurrencies involves significant risk, and the Purchaser specifically agrees to assume the risks set out in this Disclaimer ("**Risks**") as well as other risks not set out herein which are inherent to online cryptocurrency trading and cryptocurrency speculation.

The Purchaser agrees to assume the following risks and acknowledges and agrees that Token Issuer may not be responsible for or otherwise liable for any direct or indirect loss or damage of any kind whatsoever arising directly or indirectly from the occurrence in full or in part of any and all of the following Risk events:

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| Trading risk: | There is an inherent risk that losses will occur as a result of buying, selling or trading Cryptocurrencies. |
| Price fluctuation risk: | Cryptocurrency prices can and do fluctuate greatly on any given day and due to such price fluctuations, the Purchaser's cryptographic assets may be subject to large swings in value and may even become worthless. |
| Risk in placing orders: | An Order may be incomplete and incorrect, Limit Orders and Stop Orders may not be (and are not guaranteed to be) executable at the price or amount specified by the Purchaser. |

The Purchaser, Token Issuer or any third party (including a Financial or Payment Institution or hacker) may send cryptocurrency tokens to the wrong wallet address during the funding or withdrawal of their Nexum account.

The Purchaser may inadvertently, due to their own error or because of a system or human error place an Order for the wrong asset resulting in an unwanted Order.

The Purchaser may be prevented from sending an Order, or email may not be received by Token Issuer or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues).

The Transaction request or email to Token Issuer or the Services may be lost, intercepted or altered during transmission.

An Order may not be placed completely, or may be placed at the wrong price or may suffer an unexpected delay for any of a variety of reasons.

Unauthorized third parties may access or use the Purchaser's Nexum account and effect Transactions without their knowledge or authorization.

Token Issuer may refuse to act upon any instruction from a Purchaser or any person authorized by the Purchaser if Token Issuer reasonably believes that the transaction, pursuant to the instruction submitted, will be in violation of e.g. Market Rules, usual market practice, and/or applicable law, including, but not limited to, legislation on money laundering and insider trading.

Information risk:

There may be errors or omissions on the reporting module or otherwise delay, inaccuracy, error, interruption or omissions in providing market quotations or other information provided on the Site on which the Purchaser might rely in making an Order.

Counterparty Exchange Risk:

There may be errors, acts or omissions by the Counterparty Exchange or the Counterparty Exchange system may suffer a partial or complete failure, including, without limitation, a cyber-attack, such as phishing, pharming, etc., failure of hardware, software, human error, etc.

Cyber attack risk:

A copied trader's account's, portfolio's and/or strategy's positions shall be copied in an amount equal to the lower of either the minimum position amount as shall be set by Token Issuer from time to time or the proportional amounts of the copied trade to the realized equity of the copied trader as the basis for the proportions of copied trades. Such positions shall have the same leverage (if any), stop loss and take profit, to the maximum extent possible. Trades below the minimum trade amount shall not be opened. All such positions shall be modified and/or closed automatically if and when modified/closed by the copied trader, for whatsoever reason, without providing any further notice and without any action on the Purchaser's part. The Purchaser should be able and prepared to bear the loss of the entire investment The Purchaser made in such a copied trader.

If the Purchaser places additional trades in the Purchaser's account or the Purchaser modifies or cancels an order generated by a Social Trading service, the Purchaser may achieve a materially different result than the Purchaser that the Purchaser copied. Unopened copied trades in amounts lower than the minimum trade may also result in different results.

Cash-out and withdrawal by the copied Purchaser may also generate a materially different result than the Purchaser that the Purchaser copied as it may affect the copy trading proportions.

The Purchaser may sustain as a result of our automatic execution of instructions generated as a result of the utilizing of any of the Social Trading services.

Financial or Payment Institution risk:

Errors, acts or omissions of the Financial or Payment Institution, including delays in sending or receiving funds from the Purchaser's account on Token Issuer to or from a Financial or Payment Institution.

Exceptional Market Conditions risk:

Exceptional Market Conditions, Force Majeure Events and similar events can cause the booking of funds to be delayed.

Tax risk: Transactions the Purchaser completes using the Trading Platform may be subject to various taxes, such as VAT, sales tax or transfer taxes that are imposed and any profit or loss the Purchaser obtain therefrom.

Account/Password appropriation risk: Unauthorized access by third parties of the Purchaser's login credentials to gain access to the Purchaser's Nexum account, including through carelessness or forgetfulness of the Purchaser, or the third party obtaining control over another device or account used by the Purchaser in connection with any enhanced security measures enabled for its account.

Token risk: The features, functions, characteristics, operation, use and other properties of any Token ("Token Properties") and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("Underlying Technology") used to administer, create, issue, transfer, cancel, use or transact in any Token may be complex, technical or difficult to understand or evaluate, and Token Issuer agrees no obligation to provide individual advice or information in respect of any Token, Token Properties or Underlying Technology.

Any Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Token or its Underlying Technology ("Attacks"), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology.

Any Token, Token Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a "fork" or "rollback" of a Token or blockchain.

Any Token may be cancelled, lost or double spent, or otherwise lose all or most of their value, due to forks, rollbacks, Attacks, changes to Token Properties or failure of the Token to operate as intended..

Token Issuer may suspend or cease to support the transfer, storage or trading of any Token at any time at Token Issuer's discretion. Other exchanges and service providers may do the same.

Token Issuer may suspend or reject Orders, suspend or cease support for Tokens, or suspend or terminate the Purchaser's access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, for other reasons as specified in these Terms or otherwise at Token Issuer's discretion.

The Purchaser may be unable to withdraw Tokens prior to Token Issuer ceasing to support transfer of any such Tokens, resulting in the loss of any such Tokens remaining in the Purchaser's Nexum Account.

Any Token may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to Token Properties or perceived value of Token Properties, Attacks, suspension or cessation of support for a Token by Token Issuer or other exchanges or service providers, and other factors outside the control of Token Issuer.

Any Token may decrease in value or lose all of its value due to legislative or regulatory activity, or other government decisions or policies.

Risk of Insufficient interest in the platform or distributed applications:

It is possible that the 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 of the Platform and the potential utility of Tokens, including its use for Token Utility.

Risks associated with the development of the platform:

Although the Platform will be deployed and operational at the time of the Token Sale, it is still subject to ongoing development and may undergo significant changes over time. How other participants will use the Platform is also outside of the Company's control. This could create the risk that Tokens or the Platform, as further developed and used, may not meet your expectations at the time of purchasing Tokens. It is also possible that the Platform will experience malfunctions or otherwise fail to be

adequately developed over time, which may negatively impact the Platform and the potential utility of Tokens, including its use for Token Utility.

Risk of an unfavorable fluctuation of ETH, BNB, BTC and other currency value:

The Company team intends to use the proceeds from selling Tokens to contribute to the ongoing development of the Platform and the Ecosystem, as described further in the White Paper, which may be amended as Company sees fit at its sole discretion and without notice to Purchasers. The proceeds of the Token Sale will be stored in USD, USDT, Euro, ETH, BNB and BTC, and may, at the Company's discretion, be converted into other cryptographic and fiat currencies. If the value of ETH, BNB, BTC 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 Platform in the manner that it intended.

Risk of Company dissolution:

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH, BNB, or BTC (or other cryptographic and fiat currencies), decrease in Tokens' 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 Platform and the utility of Tokens, given the Company's role in developing the Platform and its anticipated role in contributing to the ongoing development of the Platform.

Risks arising from lack of governance rights in the company:

Because Tokens confer no governance rights of any kind with respect to the Company, all decisions involving the Company will be made by the 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 Tokens that you hold, including the Tokens' use for Token Utility.

6. Limitation of liability

Except as expressly provided to the contrary in writing by the Token Issuer, Token Issuer expressly disclaim, and the Purchaser waives, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Trading Platform, including the information, content and materials contained therein.

Token Issuer is not liable for any breach of an obligation under the Terms where Token Issuer is hindered or prevented from carrying out its obligations by any cause outside of our reasonable control. In no event shall Token Issuer, its directors, shareholders, officers, members, employees, affiliates or agents be liable to the Purchaser for any special, direct, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort including but not limited to negligence or otherwise, arising out of or in any way connected with the use of or inability to use the Trading Platform, including without limitation any damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to the Trading Platform, records, programs or services.

Token Issuer shall in no event be liable to the Purchaser by way of indemnity or by reason of any breach of the Terms or in tort or otherwise for loss of use of the Assets or any part thereof or for loss of opportunity, loss of profit, or for any indirect, special or consequential loss or damage that may be suffered by the Purchaser in connection with the use of the Cryptocurrency Trading Platform or the Site or the provision by Token Issuer of the Services in connection with the same.

7. Indemnity

The Purchaser agrees to defend, indemnify, and hold us harmless, and each of Token Issuer's officers, directors, shareholders, members, employees, agents and affiliates, from any claim, demand, action, damage, loss, cost, or expense, including without limitation reasonable professional fees, arising out or relating to (i) the Purchaser's use of, or conduct in connection with the Cryptocurrency trading; (b) the Purchaser's violation of the Terms; or (c) the Purchaser's violation of any rights of any other person or entity and we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

In making a decision to copy a specific trader, account, portfolio and/or strategy, the Purchaser has considered the Purchaser's entire financial situation including financial commitments and the Purchaser understands that Cryptocurrency Trading is highly speculative and that the Purchaser could sustain significant losses exceeding the amount used to copy a trader or traders;

Information in relation to Cryptocurrency Trading provided by Token Issuer is provided solely for informational purposes. Token Issuer and its affiliates and their employees and agents are not investment or financial advisers.

If Purchaser makes investment decisions in reliance on information, which is available on our web-site or as a result of the Cryptocurrency Trading, the Purchaser does so at its own risk. Token Issuer and its affiliates, their employees and its agents will not be liable for any losses Purchaser may sustain.

Purchaser should not make any investment decision without first conducting its own research. Purchaser is solely and exclusively responsible for determining whether any investment, strategy or any other product or service is appropriate or suitable for the Purchaser, based on the Purchaser's investment objectives, personal and financial situation.

Any past performance of our Purchasers, risk score, statistics and any other information with respect to Purchasers appearing on our website and applications are not indicative of future results and should be considered as hypothetical as more fully described below. It is important to understand that risk scores, statistical information and historical performance are not a guarantee of future performance.

No representation or warranty is being made that any account will or is likely to achieve profits or losses similar to those shown and/ or that a risk score of a copied Purchaser shall not, in fact, be higher.

When reviewing the portfolio, financial performance information, opinions or advice of another registered Purchaser, the Purchaser should not assume that the Purchaser is unbiased, independent or qualified to provide financial information or opinions. Token Issuer does not guarantee any order including the placing of stop orders. Accordingly, regardless of the entry or closing designation, Token Issuer does not guarantee that the trade will be filled at the order price/stop loss percentage and the Purchaser may lose more than the original amount used to copy such trader.

Past performance and/ or risk scores should be considered as hypothetical performance results. Hypothetical performance results have many inherent limitations. No representation or guarantee is being made, that any account will or is likely to achieve profits or losses similar to the past performance or risk score shown. The actual percentage of gains/ losses experienced by investors may vary depending on many factors, including but not limited to: starting account balances (deposits and withdrawals), market behavior, minimum trade size, the investor's account settings and the actual performance of the copied Purchaser.

Equivalently, there are frequently significant differences between hypothetical/ past performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points, which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program, which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

No aspect of the information and/ or trading feature provided and/ or made available on our web-page is intended to provide, or should be construed as providing any investment, tax or other financial related advice of any kind. The Purchaser should not consider any such content and/ or any such feature to be a substitute for professional financial and/ or investment advice. If the Purchaser chooses to engage in transactions based on content of the web-page and/ or elect to copy specific traders and/ or trades, such decisions and transactions and any consequences flowing therefrom are the Purchaser's sole responsibility. While individual participants may offer investment advice or opinions and/ or effect a transaction, which may be subsequently copied by other traders, such advice, opinions or trades amount to nothing more than exchanges between persons who may be anonymous or unidentifiable or simply the execution of a trade by such traders. Token Issuer and its affiliates do not provide investment advice directly, indirectly, implicitly or in any other manner whatsoever by making such information and/ or features available to the Purchaser. The Purchaser should use any information gathered from our web-page and/or utilize the trading features only as a starting point for further research to make his own independent assessment and educated decision.