

MONET(ORB) TOKEN GENERATION EVENT DISCLOSURE DOCUMENT ISSUED BY MEDIBITCOIN NETWORK LTD.

Updated: 16.04.19

MONET BLOCKCHAIN PROJECT IS
OPERATING UNDER MEDIBITCOIN NETWORK LTD.



USER MUST READ THIS INFORMATION PRIOR TO GOING FORWARD WITH THIS DOCUMENT

- ☑ Medibitcoin Network Ltd. is the business name under which, MONET Blockchain Project is operating.
- ☑ The business is registered in the UK, Company No. 11268735 verifiable through Companies House UK.
- ☑ MONET Blockchain Project is the official name of the “MONET Project”.
- ☑ The “Project” plans to build a blockchain platform called MONET Platform Or MONET Dapp.
- ☑ This Platform/ Dapp will be connecting patients and consultative healthcare practitioners, in a niche use-case.
- ☑ MONET Platform Or MONET Dapp is the digital/online marketplace under development, expected to be ready by end of 2020/early 2021. Any expected delays will be announced through Official Communication Channels.
- ☑ MONET Platform Or MONET Dapp- a digital market place will be funded by its own native currency called MONET(ORB) Tokens. Total supply of MONET(ORB) Tokens is 100 million (100,000,000) only.
- ☑ There are 2 types of MONET(ORB) Tokens:
 - * MONET(ORB) Security Tokens: These have a total supply of only 20 million (20,000,000).
 - These Tokens entitles holders to yearly dividends on the Company’s net profit.
 - The purpose of these Tokens is to fund the MONET Blockchain Project.
 - These Tokens will be regulated by Smart Contract, entitling the holder to dividends.
 - These Tokens ARE NOT transferable and CAN NOT be re-purchased.
 - Once sold by the User/buyer/investor, they will become Utility Tokens.
 - Unless 20 million Security Tokens aren’t fully sold, the sale of Utility Tokens wouldn’t be initiated.
 - * MONET(ORB) Utility Tokens: These have a total supply of only 80 million (80,000,000).
 - These tokens DO NOT entitles holders to yearly dividends on the Company’s net profit.
 - The purpose of these Tokens is to a. pay for the services & b. fuel/gas MONET Platform/Dapp, once operational.

For a detailed account of both types of MONET(ORB) Token and their purposes, User must refer to this link and our white paper.

- ☒ This MONET(ORB) Token Sale Agreement Document, concerns MONET(ORB) Security Tokens & MONET(ORB) Utility Tokens, both.
- ☒ MONET Blockchain Project is still in its fairly early stage. The funds raised by selling MONET(ORB) Security Tokens, will be used to fuel MONET Blockchain Project.

THIS DOCUMENT MUST BE THOROUGHLY READ & UNDERSTOOD BY THE USER/ BUYER/INVESTOR BEFORE THE USER MAKES A DECISION TO APPLY TO PURCHASE TOKENS.

AN APPLICATION TO PURCHASE, AND THE PURCHASE OF CRYPTOCURRENCY TOKENS, CARRIES GENERAL RISKS AND THE APPLICATION TO PURCHASE, AND THE PURCHASING OF THE TOKENS, CARRIES SPECIFIC RISKS WHICH USER SHOULD CONSIDER BEFORE MAKING A DECISION TO APPLY TO PURCHASE TOKENS.

USER SHOULD SEEK HIS/HER OWN INDEPENDENT LEGAL, ACCOUNTING AND TAXATION ADVICE BEFORE MAKING A DECISION TO APPLY TO PURCHASE TOKENS.

IF ANY THING ISN'T CLEARLY STATED, THE USER IS ENCOURAGED TO SEND US THE QUERIES AT info@monetorb.com

MONET(ORB) Token Generation Event

The MONET(ORB) Token Generation Event (TGE) is an online event organised by Medibitcoin Network Ltd. registered in the United Kingdom. If the Token Generation Event isn't lawfully allowed in the country of User's residence, then the Company does not make any offer or invitation for user to participate in the Token Generation Event and nothing contained in this Disclosure Document or in any statement made by any person to User for or on behalf of the Company may be taken as offering or inviting User to participate in the Token Generation Event in the country in which User is resident of.

Please note that at the time of writing and to best of our knowledge, a number of countries such as USA, China, Singapore and South Korea have banned the offering of cryptocurrency tokens for sale in the manner the Company is offering. If User is a resident of an Excluded Country or any other jurisdiction in which the sale of cryptocurrency tokens is regulated or banned User must not participate in our Token Generation Event. The onus is on User to ascertain whether or not it is lawful for the Token Generation Event to be made to User or for User to apply for, hold or transfer the Tokens.

User must obtain and rely upon his/her own independent legal advice as to whether or not the Token Generation Event is lawful in User's country of residence. It is recommended that User consults his/her own lawyer in that regard. When User completes an Application Form to apply to purchase Tokens, User will be asked to provide personal information to the Company and/or to pass an identity verification check. The Company collects User's personal information to process and administer Application and to keep User updated on the progress of the project. If User does not complete the Application Form in full, the Company may not accept User's Application. By submitting an Application Form, User agree that the Company may use the information provided by User in or on the Application Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to the Company's related bodies corporate, agents, contractors and third party service providers, including mailing houses, professional advisers and regulatory authorities including FCA.

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1. Summary of Token Generation Event

This Disclosure Document relates to an invitation to User to contribute towards and submit an Application as part of the token generation event operated by Medibitcoin Network Ltd. (the Company) for the Issue of up to 400 ORB Tokens against 1 ETH payable via an Accepted Payment Method, as advised on the [Official Website](#).

1.1. Key factors for Token Generation Event

The following is a summary of the key terms and conditions of our Token Generation Event (TGE). User should expect a detailed information in this Disclosure Document and read the whole of this document before submitting an Application to purchase MONET(ORB) Tokens. Below are the indicative Opening Dates and Closing Dates for the TGE Phases during which User may submit an Application to purchase Tokens. The Board of the Company, at its own discretion, reserves the right to alter this timetable, change the allocation of Tokens in each round or alter the bonus applicable to a round with prior notification via our [Official Channels](#).

MONET(ORB) Tokens

Price	1 ETH per 400 ORB Tokens
Hard Cap	20,000,000 ORB
Soft cap	7,500,000 ORB
Bonus structure	Up to 25%
Founders	not entitled to MONET(ORB) Security Tokens
Advisors	not entitled to MONET(ORB) Security Tokens
Total supply of MONET(ORB) Security Token	20,000,000

Crowd Token Sale Phases

Private Sales	Summer- Autumn 2018	up to 25%
Pre-Crowd Sale	Dec '18/Jan '19	up to 25%
Crowd Sales	Summer '19	-

1.2. Terms of participation in Token Generation Event

The terms and conditions applicable to User's participation are set out in the Token Sale Agreement, a copy of which is available at our [Website](#). To the extent of any inconsistency between the contents of this document and the Token Sale Agreement, the terms and conditions of the Token Sale Agreement will prevail.

1.3. Key details for Company & Advisors

1.3.1. COMPANY

Medibitcoin Network Ltd.
960 Capability Green
Suite # 124
LU1 3PE, Luton, Bedfordshire
United Kingdom

1.3.2. FOUNDERS

Kashif Rizvi

CEO, Project Owner, Networking & Business Development

Twitter

Afsheen Jafry

COO, Project Owner, Developer

Twitter

Telegram

Medium

Reddit

Quora

Facebook

2. Token Generation Event

This section is a summary only and is not intended to provide all relevant information for User to consider when to decide to submit an Application or to participate in the Token Generation Event (TGE) at all. This Disclosure Document should be read and considered in its entirety before User makes any decision to apply to purchase MONET(ORB) Security & Utility Tokens.

The Disclosure Document will be made generally available in digital form during the Token Generation Event Period by being posted through the Company website.

The Token Generation Event set out in this Disclosure Document in electronic form is only available to persons receiving an electronic version of this Disclosure Document and in a country where token sales are permitted.

No person named in this Disclosure Document, nor any other person, guarantees the issue of the Tokens, the performance of the Tokens, the repayment of any purchase price or the receipt of income or capital gain in connection with the Tokens.

Please read this document, in particular the risk factors in section 4, carefully before User makes a decision to apply to purchase tokens. A purchase of cryptocurrency tokens has general risks, and an application to purchase, and purchasing Tokens has specific risks, which should be considered before making a decision to apply to purchase Tokens.

2.1 Terms & Conditions of Token Generation Event

Applications made for the purchase of Tokens are subject to the terms and conditions set out in the Token Sale Agreement which is available on our Website. To the extent there is any inconsistency between this document, the Token Sale Agreement and information on our Website the following order of precedence applies to the extent of any inconsistency:

- (a) As to any dates, Issue Price, Bonus or Token Generation Event Period, the Website contents take precedence over both this document and the Token Sale Agreement; and
- (b) For all other matters, the terms of the Token Sale Agreement take precedence over this document.

2.2 Tokens offered during the Token Generation Event

The Token Generation Event provides User with the opportunity to apply for the issue of Tokens to at the Issue Price as explained in section 1.1.

2.3 Opening & Closing Dates

Users may submit an Application from the Opening Date until 1700 hours BST (British Summer Time) OR GMT, whichever may be applicable at the time of TGE, on the Closing Date subject to the right of the Company to close TGE at an earlier time and date or to extend the closing time and date of TGE with prior notice. Applicants are encouraged to submit their Applications as early as possible. The current Opening and Closing Dates for each Phase will be posted on the Website with prior announcements via our Official Communication Channels.

2.4. Changes to Token Allocation & Lockup

During the TGE, if the number of Tokens allocated to a phase is reached, the Company may end that Phase with prior notice. In the event any Tokens allocated to a Phase that are not the subject of Applications in that Phase, those Tokens may be allocated to a subsequent Phase, or in the case of any remaining Tokens following the next phase, such Tokens will be held by the Company to be sold in the following Phases

During the Lock-Up Period, the Founders, Advisors and Company will be contractually restrained from offering any of their tokens received from the Founders and Advisors Token Allocation or the Company Allocation for sale.

2.5. Making an Application Contribution

When User makes an Application, he/she will be required to pay the Application Contribution by an Accepted Payment Method. Since our Accepted Payment Method includes different cryptocurrencies, it is User's responsibility to check through a reputable cryptocurrency exchange to be informed of the current price of the Accepted Payment Method prior to applying to purchase the Tokens. User's allocation of Tokens will be calculated by multiplying Application Contribution by the Issue Price.

As our Accepted Payment Method includes different cryptocurrencies, User should also note that volatility and price changes in the cryptocurrency markets means User may receive more Tokens if User use one of the cryptocurrencies listed in the Accepted Payment Method over another. To obtain the Accepted Payment Method User may need to pay fees to third parties to convert fiat currency (or another cryptocurrency) to the Accepted Payment Method. Such fees will be User's responsibility to pay.

2.6 Bonus Tokens

At the time of issue, the Company intends to issue Bonus Tokens for Applications received during TGE. Bonus tokens will be issued based on the number of tokens User applies to purchase, subject to the terms and conditions of the Token Sale Agreement. For example, if User submits an Application to purchase 10,000 ORB and upon acceptance of Application, User (subject to the terms of the Token Sale Agreement) will be entitled to receive up to 25% of Bonus Tokens.

2.7. How to Apply For Tokens

(a) To participate in the TGE, the Application Form set out on Company's Website must be completed providing such information as may be required under the terms of the Token Sale Agreement, including passing an identification check and making payment of Application Contribution to the nominated wallet.

Please note: User should not transfer cryptocurrencies to the wallet we nominate from a wallet located on a cryptocurrency exchange as this may result in Tokens being issued to the exchange and not to the User. In that event User may never receive the Tokens.

(b) General Information: Applications for the purchase of Tokens during the TGE will only be accepted through KICKICO or our Website during the TGE Period. Payment is only accepted in an Accepted Payment Method. If User buys tokens from KICKICO, acceptable payment is in ETH. If User buys tokens from our website, acceptable payment method are different cryptocurrencies and fiat as advised.

Detailed instructions on how to complete the Application Form is available on our Website.

The Company reserves the right to reject any Application (including where an Application has not been correctly completed) or allocate any person fewer Tokens than that person applied for, or vary the dates and times of the Token Generation Event with prior notice and independently of other parts of the Token Generation Event. Where Applications are rejected or fewer Tokens are allotted than applied for, the surplus Application Contribution will be refunded in the cryptocurrency in which the Application Contribution was originally made.

No interest will be paid on any Application Contribution refunded.

2.8 Taxation & Legal Advise for MONET(ORB) Security Token buyers/investors

User should seek and rely on his/her own independent taxation, accounting and legal advice regarding the application to purchase, and the purchase of, the Tokens offered by the Company. Please note that only MONET(ORB) Security Tokens entitle the buyer to yearly dividends on Company's profits.

As such, none of the information in this document is intended to form the basis for any investment decision User makes, and no recommendations are intended to be made, or are made, in this document. MONET(ORB) Security Tokens grant buyers the security offerings in the Company as long as these are 'held' by the buyer. Once MONET(ORB) Security Tokens are transferred or sold to 3rd party, the right to company's yearly dividends on profits held by the buyer would be void.

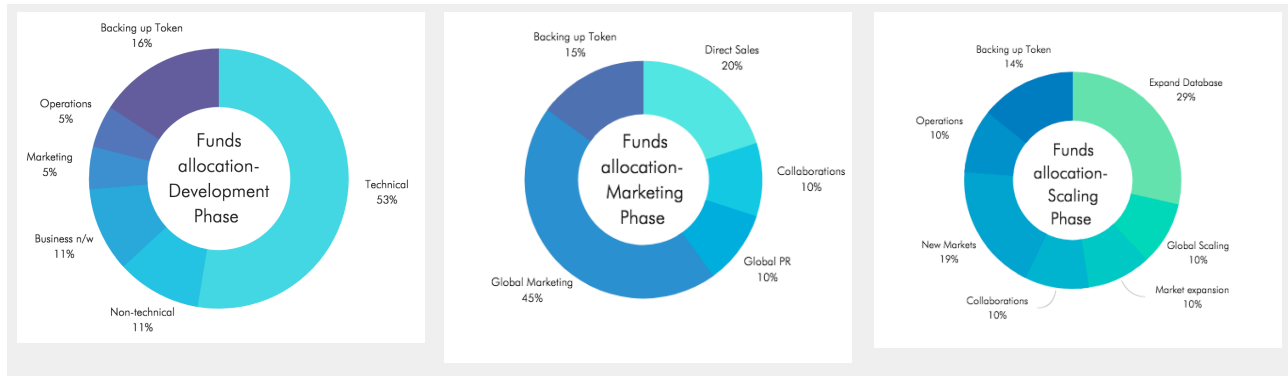
The Company expressly disclaims all responsibility for any unintentional and or consequential loss, damages, costs or expenses of any kind howsoever arising in connection with any reliance on the information set out in the TGE Documents, any error or omission in any information in the TGE Documents or any action User or any other person might take (or refrain from taking) resulting from such information.

MONET(ORB) Security Tokens qualify as 'Specified Investment' under the Regulated Activities Order (RAO). MONET(ORB) Security Tokens provide entitlement to a dividends on Company's future profits. MONET(ORB) Security Tokens are issued within the FCA's regulatory perimeter.

3. Funds Allocation & Project Costing

3.1. The funds will be allocated across three phases:

Phase 1: Development Phase 2: Marketing Phase 3: Development



3.2. Project Cost:

TASK	COST IN GBP
Yellow paper	
Writing + updates (in-house);	-
Collect 10x expert reviews (mediocre-level external analysts charge £400/review);	4000
Translation in to 7 languages: Chinese, Japanese, Korean, Russian, German, French, Spanish @ £240 each	1,680
White paper	
Revision + updates (in-house);	-
Collect 10x expert reviews (mediocre-level external analysts charge £160/review);	1,600
Translation into 7 languages Chinese, Japanese, Korean, Russian, German, French, Spanish @£240 each	1,680
Websites	
Project Showcasing Website:	

• Development & maintenance	12,000
• cyber security (in-house)	-
Product Launch Website:	
• High-quality & secure development	20,000
• maintenance	10,000
Dapp development (main developer + team)	266,000
Blockchain development	15,000
Dapp running on Ethereum Network for @ 25,000/year (starting from Jan 2020)	25,000
Gas to transfer sold ORB tokens	10,000
Security audits	50,000
Legal expenses	50,000
Exchange listing	250,000
Project listing on top 10 listing platforms such as ICO bench	30,000
Marketing & PR	200,000
SEO marketing to achieve organic growth of investors' interest in the project	£96,000
Networking & business development	100,000
Community building & development (in-house)	-
Research & development activities (in-house): analysts views; industry news, trends & analysis; project monitoring; campaigns monitoring; available for AMA (Ask Me Anything) sessions; interviews; podcasts recordings.	-
Social media marketing & management including: hiring content writers & creators for these channels: YouTube, Twitter, Telegram, WeChat, Discord, Medium, Reditt, Quora, BitcoinTalk @ 25,000/month	225,000
Influencer marketing: YouTube, Twitter	100,000
ADVERTISING	
Paid advertising on Channels @15,000/channel (Twitter, Instagram, LinkedIn, Quora, Reddit, Bitcoin talk,)	up to 150,000
Crypto ads (Token Ad, A-Ads, Coinzilla, medibit.io , Coin traffic, Propeller ads)	100,000

PERSONNEL	
3x Consultants (from these domains: Cyber Security, Blockchain, Mobile healthcare) 10 hours/week @ £75	75,000
3x Medical Consultants work for 12 months [15 hrs/week], charging @£45/hr	105,300
Salaries for 36 months	1,038,210
CEO, Project Owner/Founder 1 works 70 hrs./week @ £37.18	135,335.2
COO, Project Owner, Developer/Founder 2 works 70 hrs./ week @ £37.18	135,335.2
Partner works 50 hrs./week @ £29	75,400
	2,936,470 GBP/ 26,303 ETH
PROJECT COST CONTINGENCY @ 20% OF TOTAL PROJECT COST (typically its kept 5-10%, but due to infant & highly volatile market, we've taken it up to 20%)	
Total Project Cost	3,523,764 GBP/ 31,563 ETH

3.3. Variances to Spending

The use of the funds allocated to meet ongoing working capital requirements will depend on the results achieved during the Token Generation Event and in respect of future opportunities that may arise. The Board of the Company considers that, on completion of the TGE, the Company should have adequate working capital to meet its current objectives and requirements as set out in the TGE Documents.

However, User should be aware that the Company may spend its cash reserves on its activities more quickly than currently anticipated due to decisions which may be made and due to factors which may be partly or wholly outside of the control of the Company. If that is the case, the Company may need to raise additional funds, whether by way of borrowing, equity, or the sale of Tokens held by the Company, to meet its continuing funding requirements.

4. Key Risks

User should be aware that applying to purchase, and the purchase of, cryptocurrency tokens is subject to risks. The risks comprise general risks inherent to the purchase of cryptocurrency tokens generally as well as specific risks related to the Tokens and the Company's plans to seek adoption of the Tokens. User should not purchase Tokens unless he/she believes that adequate expert guidance is available to him/her whilst dealing with cryptographic tokens and blockchain based software. User should be familiar with the details of cryptographic digital tokens including Bitcoin and Ether and with Blockchain software based systems. User should have technical knowledge of how to create and operate a software wallet and cold storage hardware wallet. The Company is not offering to provide technical support to Token Holders and in any event cannot retrieve lost private keys. User must understand that once his/her private key is lost, the tokens cannot be retrieved by any means.

The Company will not accept responsibility for any lost or stolen Ether or Tokens where that loss arises in connection with your own act or omission. User should consider both the general and specific risks identified below and to the extent User believes is necessary to consult a lawyer, accountant and taxation advisor. If any of the below risks are unacceptable to User, then User should not apply to purchase Tokens. If, having read, understood and accepted the below risks, User wish to proceed with an Application, he/she will be expressly agreeing and assuming all risk in the Tokens and will be agreeing not to hold the Company, or any related party, liable for any loss, damages, costs or expenses, whether direct or indirect, consequential or special, arising in connection with the sale of Tokens. The risks set out below are not exhaustive and are not in any particular order of likelihood or importance

4.1. General Risks associated with Tokens/Digital Currency/ Cryptographic Currency/ Cryptocurrencies/Cryptos

Some of the key risks associated with purchases of cryptocurrencies generally are summarised in the following table but do not identify all of the risks associated with purchase of cryptocurrency tokens.

- (a) Risk of losing access to your tokens due to a loss of your private key: When User creates a software wallet or vault to store cryptographic tokens, a private key is issued to User for that wallet (or multiple private keys). The private keys are required and essential for User to hold and transfer or dispose of your tokens. If User lose access to private key(s) then software wallet or vault and any tokens stored within that wallet or vault will be lost, forever. If a third party gains access to User's private key(s) that third party can transfer User's tokens to themselves or

- (b) another person and User will not be able to recover those tokens. User should treat private key as if it were the tokens themselves, ensure that User creates a private key using best practice security processes and maintain the security of computer systems to the highest standards.
- (c) Risks of mining attacks on a blockchain: All decentralised cryptographic tokens based on Ethereum are at risk of attacks by miners in a network, which can include “51% attacks”, double spending attacks, selfish mining behaviour and other attempts by miners to “game” the blockchain.
- (d) Risks of bugs and hacking in open source software: Much of the code currently in use in blockchain is open source and hence at greater risk of exploit by bad actors examining and seeking to find exploits within that code. Updates to open source code can provide further unexpected exploits despite the best efforts of developers.
- (e) Hacking and security weaknesses: Hackers and other bad actors have caused the loss of significant sums of money in some high profile blockchain projects in 2016 and 2017. There remains the risk of malware attacks, denial of service attacks, spoofing attacks and other exploits being used against legitimate users of blockchain software and cryptographic tokens.
- (f) Government Regulation: Currently very little regulation applies to the cryptocurrency and cryptographic token space and this is likely to change in the near future. It is unknown what form this regulation will take and at present the regulatory approaches to cryptocurrency vary greatly between jurisdictions. Some jurisdictions including the Excluded Countries have banned Token Generation Events entirely.

4.2. Specific Risks associated with MONET Blockchain Project & MONET (ORB)Tokens

Some of the key risks associated with applications to purchase, and holding the Tokens are summarised below.

- (a) The development and deployment of the MONET Blockchain Project that is planned to build upon Blockchain may not occur as planned: The development of public blockchain platform is a very new field and there is a risk that the development and deployment of the MONET Platform could be delayed or not eventuate. While the Company intends to develop the MONET Platform, changes may need to be made to the plans and timeline for the development and deployment of that product. This could create a risk that the platform as envisaged and Tokens to be issued are delayed, despite the Company’s best efforts to deliver the platform. Further, while the Company also intends to adopt industry standard software development for the MONET Platform, there is a risk that the platform could suffer from malfunctions or unexpected performance issues in the future. If there are delays to the development or deployment of the MONET Platform this could impact the adoption of the Token. You should understand that while the Company will make reasonable efforts to complete the MONET Platform, there may be circumstances beyond the Company’s control which result in delays, a more limited release, or in the worst case, a functioning MONET Platform may not be created at all. These risks could directly impact the potential for adoption and use of the Token.

- (b) Risk of losing access to your tokens due to a loss of your private key: As noted above, a key risk is that you lose your private key(s) which control your Tokens. The Company accepts no responsibility and will be unable to assist any Token Holder to recover lost Tokens if the private key(s) for the wallet or vault holding the Tokens is lost and the Tokens are transferred to a third party.
- (c) Mining attacks: All decentralised cryptographic tokens based on Ethereum are at risk of attacks by miners in a network these attacks including, a “51% attack” where a bad actor can gain control over the majority of a network and verify false transactions, or launch double-spend attacks which involve a party attempting to transfer the same Tokens to different parties. All public blockchains are presently at risk of mining attacks and such could cause impairment to the blockchain and reduce the reliability of and adoption of the Tokens.
- (d) Hacking and cyber threats: Hackers may attempt to steal cryptocurrencies used as part of Applications during our Token Generation Event or after the Token Generation Event has ended. While the Company implements security precautions to seek to mitigate that risk and keep any cryptocurrency paid during an Application secure, there remains a risk that a hacker or other bad actor could gain access to the Company’s cryptocurrency reserves and attempt to steal same. In the event that occurs, the Company will have less funds to develop, implement and promote the MONET Platform. Evolving technology in hacking of computer systems, including cryptographically protected systems and quantum computing could present a further risk to the security of the MONET Platform.
- (e) Future markets for the Tokens: The Tokens are intended to be used within the MONET Platform for transactions. The Company cannot control the actions of those who may offer to accept or purchase Tokens from you (which may include third party exchanges if those exchanges choose to facilitate trading of the Tokens). Current regulatory oversight of cryptocurrency exchanges is weak and places such exchanges at a higher risk of fraud or market manipulation. There is a risk of extreme volatility in any future marketplace for the Tokens which could include the value of the Tokens diminishing to zero. If you choose to use the Tokens on any exchange (including the exchange the Company plans to develop) you will do so at your own risk. Any change in the value of the Tokens may depend on a range of factors that affect the market price of Tokens (if they are included on any exchange). These include local, regional and global economic conditions and sentiment towards cryptocurrency token markets in general. The Tokens issued by the Company carry no guarantee, representation or promise of any return or profitability, do not include the payment of any dividends and provide no mechanism or promise for the return of the Application Contribution or any guarantee as to what price (if any) the Tokens may trade at in the future.
- (f) Exchanges: While the Company will seek to have the Tokens listed on exchanges, these exchanges are unregulated and susceptible to market manipulation. If an exchange comprises a significant proportion of the volume of Tokens being traded and that exchange is alleged to be involved in or becomes involved in fraud or a security failure, such circumstances may have a serious impact on the future adoption and value of the Tokens.

- (g) Government Regulation and Taxation: The regulatory and legal status of the Tokens could change in the future. It is uncertain how government agencies will decide, if at all, to regulate cryptographic based tokens, including the Tokens. Regulatory changes could significantly impact the adoption of the Token or the development and deployment of the MONET Platform, including causing the Company to cease operations in jurisdictions where the operations of the Company becomes illegal or uncommercial as a result of regulatory change. The taxation status of the Tokens could change, and the taxation of tokens in many jurisdictions is unclear. You must seek your own independent taxation advice in connection with the purchase and holding of Tokens and ensure that you comply with all applicable taxation laws.
- (h) Competition: It is possible that competitors to the Company could develop and deploy a system in competition to the system intended to be developed by the Company which could cause a lower adoption of the Token than planned or anticipated or in the worst case that the market for the Token is supplanted by that competitor.

5. Company Disclosure

5.1 Expenses of the Token Generation Event: Other than as stated in the TGE Documents, all expenses connected with the Token Generation Event are being paid from funds advanced by Medibitcoin Network Ltd.

5.2. The Company: Medibitcoin Network Ltd is a privately owned company in which all the shares are held beneficially by Medibitcoin Network Ltd. Medibitcoin Network Ltd is registered in the UK and is compliant with all of the relevant obligations and requirements arising from the Companies Act 2006. Medibitcoin Network Ltd was founded in 2017. It is not trading yet hence has no public financial information available. It is supported by fund raising generated by Private Security Token Sales offerings. The Company is owned by Kashif Rizvi, the CEO & Project Owner. All the contact details of the Founder is provided in the section 1.3 of this document.

5.3. Founders and Advisors Token Allocation: Please note that the Founders and Advisors' MONET(ORB) Utility Token Allocation following the end of the Lock-Up Period which is 2 years.

5.4. Key Assets: The Company owns all intellectual property rights to the extent possible (that is, excluding software the subject of open source licences) in the technology under development known as the MONET Platform, and MONET Digital marketplace and MONET Dapp. All the digital assets such as logo, branding, marketing content distributed on the internet are property of Medibitcoin Network Ltd.

5.5. Important contracts: (a) Medibitcoin Network Ltd is contracted by MONET Blockchain Project to provide operational & development support to the MONET Platform on a time & materials basis at prevailing commercial rates. (b) Executive Services Agreement: The Company has entered into an Executive Services Agreement with Founders: Kashif Rizvi and Afsheen Jafry. The material terms of this agreement are as follows: (1) The Salary of the Founders, being currently £145,111.66 per annum and subject to change; (2) Term of the contract, being of a three year duration with annual reviews; (3) Termination rights consistent with prevailing employment practice.

5.6. Current Founders' indemnity agreements: The Company intends to enter into an Indemnity and Access Agreement with each current Founder. The terms of the agreement will provide for the Company: (1) to indemnify the Founders against all liabilities incurred as an officer of the Company or any other the Company group company; (2) to ensure that the Company use its best commercial endeavours to maintain Founders' insurance for the benefit of the Founders in relation to acts and omissions in his capacity; and (3) to give access to a Director to documents (excluding a document created after the Director ceased to be an officer of the Company) for the purposes of any claims

where the Director is a party, witness or otherwise and the Director is involved because they are or were an officer of the Company or any other the Company group company.

6. General Matters

6.1. Electronic Disclosure Document: This Disclosure Document may be accessed through the Company website.

6.2. Documents available for inspection: The following documents are available for inspection only at the Company's office during business hours with prior request notification: (a) Constitution of the Company; and (b) material contracts referred to in section 5.5 above. Please note that no digital copy of these documents can/will be provided.

6.3. Special Note Regarding Forward-Looking Statements: This Disclosure Document contains forward-looking statements and information relating to the Company that are based on the beliefs of our Founders as well as assumptions made by, and information currently available to, the Company. You can identify these statements by the fact that they do not relate to matters of a strictly factual or historical nature and generally discuss or relate to forecasts, estimates or other expectations regarding future events. Generally, words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "may," "can," "could," "might," "will" and similar expressions, as they relate to the Company, are intended to identify forward-looking statements. These statements reflect our current views and beliefs with respect to future events at the time that the statements are made, are not historical facts or guarantees of future performance and are subject to significant risks, uncertainties and other factors that are difficult to predict and many of which are outside of our control. Further, certain forward-looking statements are based upon assumptions as to future events that may not prove to be accurate and, accordingly, should not have undue reliance placed upon them. Any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation, and disclaim any duty, to publicly update or revise any forward-looking statements to reflect events or circumstances after the date on which it is made or to reflect new information, changes in our expectations or the occurrence of anticipated or unanticipated events or circumstances.

6.4. Representations: No person is authorised to give any information or to make any representation in connection with the Token Generation Event other than as is contained in the TGE Documents. Any information or representation not contained in the TGE Documents should not be relied on as having been made or authorised by the Company or its Founders in connection with the Token Generation Event.

6.5. Enquiries: Questions relating to the TGE Documents should be directed to the Company. Additional copies of the Disclosure Document or advice on how to complete the Application Forms can be obtained from the Company by e-mail to info@monetorb.com

6.6. International Purchasers: This Disclosure Document does not constitute an offer or invitation to participate in the Token Generation Event in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation. The distribution of the TGE Documents in jurisdictions outside UK may be restricted by law. Persons who come into possession of this Disclosure Document should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws. Lodgement of a duly completed Application Form will be taken by the Company as to constitute a representation by you that there has been no breach of such laws and User have satisfied him/herself that User is permitted to participate in the Token Generation Event.

6.7. Privacy and Personal Information: When User completes an Application Form to apply to purchase Tokens, User may be asked to provide personal information to the Company and/or to pass an identity verification check. The Company collects User's personal information to process and administer Application and to keep User updated on the progress of the project. If the User doesn't complete the Application Form in full, the Company may not accept the Application. By submitting an Application Form, User agrees that the Company may use the information provided in or on the Application Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to the Company's related bodies corporate, agents, contractors and third party service providers, including professional advisers and regulatory authorities including FCA. If User becomes a Token Holder, the Company may retain personal information (including name, address and details of the number of Tokens purchased) in its Token Register. The information contained in the Company's Token Register may remain there even if User cease to be a Token Holder (by, for example, selling your Tokens once issued). Information contained in the Company's Token Register is used to communicate updates on the project's progress and for compliance by the Company with legal and regulatory requirements. If User doesn't provide the information required on the Application Form, the Company may not be able to accept or process that Application efficiently, or at all.

User have a right to gain access to the information that the Company holds about User, subject to certain exemptions under law. A fee may be charged for such access. User can obtain access to personal information that the Company holds. To make a request for access or to obtain further information about the Company's personal information management practices, User should contact the Company at info@monetorb.com

Definitions and Glossary In this Agreement

In this Agreement:

Agreement	means this agreement, including any schedules, and any other document incorporated into this agreement by reference;
Website/Official Website	means the platform through which MONET (ORB) Security & Utiliyu Tokens may be purchased, together with the other products set out in the Roadmap' section of the Website and/or White paper, which may or may not be developed in the future;
MONET Platform Or MONET Dapp	is the digital/online marketplace under development, expected to be ready by end of 2020/early 2021;
MONET(ORB) Security Tokens	means the ERC-20 tokens developed by the Company, with an intention to raise the funds to fuel the MONET Blockchain Project. Financial Conduct Authority (FCA) defines Security Tokens as: "tokens that amount to a 'Specified Investment' under the Regulated Activities Order (RAO). These may provide rights such as ownership, repayment of a specific sum of money, or entitlement to a share in future profits." In our case, we are offering dividends on Company's yearly profits;
MONET(ORB) Utility Tokens	means the ERC-20 tokens developed by the Company, with an intention to fuel or 'provide gas' to the MONET Platform/Dapp
Bonus Rate	means the rate specified in clause 2 for any order placed by a User, and where an order is partly within one bonus tier and partly within another, such bonus rate as is applicable to that part of the order falling within each of the bonus tiers;
Bonus Tokens	means additional MONET(ORB) Tokens provided to a User if an order is made with the Required Contribution paid during a period in which a bonus applies;
Business Day	means any day except a Saturday or a Sunday other public and or bank holiday with in England.
Company	means Medibitcoin Network Pvt. Ltd. Company No. 11268735 of 960 Capability Green, LU1 3PE, Luton, UK;
Companies Act 2006 means	Companies Act 2006 available trough this link
Conversion Period	means the period of time commencing when the MONET Platform is launched, and ending when the audit of the Crowd Token Sale is completed and the User has complied with its obligations under clause <u>5.2</u> of this document titled;

Disclosure Document	means the disclosure document prepared by the Company for the purpose of providing the User with information regarding the Token Crowd Sale, titled “Token Generation Event Disclosure Document”;
Excluded Country	Any other country or jurisdictions in which the offer of cryptocurrency tokens analogous to the offer of tokens in this Agreement is prohibited at law; At the time of writing participation in STO is prohibited for users from USA, China, Singapore and South Korea.
Hard Cap Soft Cap	means 20,000,000 MONET(ORB) Security Tokens means 7,500,000 MONET(ORB) Utility Tokens
Official Communication Channels	<u>Twitter</u> <u>Telegram</u>
STO	means the Security Token Offering (also referred to as a ‘Token Generation Event’) of MONET(ORB) Security Tokens
Security Token	Financial Conduct Authority (FCA) defines security tokens as: “tokens that amount to a ‘Specified Investment’ under the Regulated Activities Order (RAO). These may provide rights such as ownership, repayment of a specific sum of money, or entitlement to a share in future profits. They may also be transferable securities or other financial instrument under the <u>EU’s Markets in Financial Instruments Directive II (MiFID II)</u> . These tokens are likely to be inside the FCA’s regulatory perimeter.”
Intellectual Property Rights	means the current and future, registered and unregistered, rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect confidential information (including trade secrets and know how) throughout the world for full period of rights and all renewals and extensions thereto;
issued Tokens’	means, for each Day of Crowd Token Sale Phases, the number of MONET(ORB) Tokens equal to: Required Contribution x (Purchase Amount x (agreed Bonus Rate) which are to be transferred to a User in accordance with this Agreement;
Purchase Amount	means number of MONET(ORB) Tokens purchased;
Required Contribution	means the quantity of ETH required to be transferred to the Company by a prospective User for the MONET(ORB) Tokens;
User	means the entity ordering MONET(ORB) Tokens;
User Management System	means a website interface located on the Website provided by the Company and providing functionality for each User to view the MONET(ORB) tokens they have ordered, any bonus tokens and other information; the MONET(ORB) Tokens they have ordered, any bonus tokens and other information;
Website	<u>MONET(ORB)</u>

White paper	means the electronic white paper written by the Company which describes the MONET(ORB) tokens and the MONET Platform, found on the Website from <u>here</u> .
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