

THIS DOCUMENT AND ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY WELL BALANCE s.r.o. DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN WELL BALANCE s.r.o. OR ANY OF ITS AFFILIATES. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.

WELL BALANCE s.r.o.

TERMS OF TOKEN SALE

Last Updated: OCTOBER 19, 2018

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PURCHASING TOKENS ISSUED BY WELL BALANCE s.r.o. , AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS INCLUDING BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. YOU WILL NOT BE ABLE TO PROCEED TO PURCHASE TOKENS WITHOUT AGREEING TO BE BOUND BY THESE TERMS.

NOTE THAT SECTION 19 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 Wellmee Tokens (“WLME,” Tokens,” or “Wellmee Tokens”) from Well Balance s.r.o., a Czech Republic private limited company (“Company,” “we,” or “us”) is subject to these Terms of Token Sale (“Terms”). Each of you and Company is a “Party,” and together the “Parties.”, and all dollar (\$) amounts set forth herein refer to United States dollars. Important additional details regarding the Company are provided in Exhibit A.

These Terms take effect in the public sale when you click an “I Accept” button or check box presented with these Terms (as appropriate, the “Effective Date”).

These Terms have been prepared solely for use by the Public Purchasers in the Public Sale.

Agreement on purchase of wellmee tokens („Token Purchase Agreement“) is made with you in reliance upon your representation to the Company, which by your acceptance hereof confirm that the Wellmee Tokens that you will receive will be acquired with your own funds for an indefinite period for your own account, not as a nominee or agent on behalf of any other person. By executing Token Purchase Agreement, you further represent that you do not have any contract, understanding or agreement with any person to purchase Wellmee Tokens on such person’s behalf.

By purchasing Wellmee Tokens from us and/or using Wellmee Tokens in connection with the Services (as defined below), 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@wellmee.com.

You and Company agree as follows:

1. General

1.1 Terms:

You hereby acknowledge and undertake that you will adhere to all rules and regulations as promulgated by Wellmee in respect of your purchase of and utilization of Wellmee Tokens, including the Policies as defined in Clause 24. You hereby acknowledge that you have read and fully understand the Wellmee Whitepaper (Version update on 6th of September and latter) and hereby undertake to read any updates thereto that Wellmee will make available from time to time, either directly by email to you or made available to you on any public forum organised by Signals for the dissemination of information relating to Signals and/or the Tokens. You hereby acknowledge and agree that you fully understand and agree to these Terms and acknowledge that you have been given sufficient opportunity to discuss these Terms with Wellmee and with your independent legal and financial advisors.

1.2 Support:

You acknowledge and agree that Wellmee and/or its delegate will provide web based support only, including email, web forums, and knowledge-based support, in connection with the utilisation of the Wellmee Tokens.

1.3 Third Party Content:

Third Party Content may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because Wellmee may not have tested or screened the Third Party Content, and expressly provides no warranties or representations in respect of any Third Party Content, your use of any Third Party Content is at your sole risk. Wellmee does not accept liability for any fees incurred or damages caused by your use of any Third Party Content. Wellmee does not guarantee the availability of any Third Party Content for any purpose. Wellmee does not guarantee the accuracy or precision of any information provided to us by any third party, including, without limitation, network information, pricing information or other statistical data. Wellmee may change, discontinue, or deprecate any of the Third Party Content.

1.4 Token Use; No Security; No Equity:

Ownership of Wellmee Tokens carries no right, express or implied, other than to enable usage of and interaction with the Wellmee Platform, if successfully completed and deployed. In particular, you understand and accept Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of ownership participation in or relating to the Wellmee Platform, and/or Wellmee and its corporate affiliates, other than personal rights relating to use of the Wellmee Platform, subject to limitations and conditions in these Terms and applicable Policies. Wellmee Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

2. Purpose and Use of Wellmee Tokens in Connection with the Services

Wellmee Tokens are intended to function as a means to access the Wellmee service and technology (the "Services"). Important additional details regarding the Services are provided in Exhibit A.

Ownership of Wellmee Tokens carries no rights, express or implied, other than as a means to access the Services. In particular, you understand and accept that Wellmee Tokens 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 the Company and its corporate affiliates or its property, other than rights relating to the receipt of Services, subject to limitations and conditions in these Terms and applicable Wellmee Terms and Policies (as defined below). Wellmee Tokens are not intended to be a security, commodity or any other kind of financial instrument.

3. Scope of Terms

The use of Wellmee Tokens in connection with the Services may be governed by other applicable terms and policies (collectively, the “Wellmee Terms and Policies”). Any Wellmee Terms and Policies we promulgate will be available at <https://wellmee.com>. We may add terms or policies to the Wellmee Terms and Policies in our sole discretion, and may update each of the Wellmee Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Wellmee Terms and Policies shall control with respect to any issues relating to the use of Wellmee Tokens in connection with the Services.

4. Cancellation; Refunds; Refusal of Purchase Requests

Your purchase of Wellmee Tokens from us is final, and there are no refunds or cancellations except (a) as may be required by applicable law or regulation, or (b) as otherwise determined by us in our sole discretion prior to the completion of the distribution of the Wellmee Tokens following completion of the Wellmee Tokens sale. We reserve the right to refuse or cancel Wellmee Tokens purchase requests at any time in our sole discretion.

5. Wellmee Tokens Sale Procedures and Specifications

Important information about the procedures and material specifications of our Wellmee Tokens sale is provided in Exhibit B, including, but not limited to, details regarding the timing of the Wellmee Tokens sale and the amount of Wellmee Tokens we will sell. By purchasing Wellmee Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications.

6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Wellmee Tokens, holding Wellmee Tokens, and using Wellmee Tokens in connection with the Services, as disclosed and explained in Exhibit C. If you have any questions regarding these risks, please contact us at info@wellmee.com. BY PURCHASING Wellmee Tokens, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

7. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Wellmee Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Wellmee Tokens. We are not responsible for any such losses.

7.1 Your Security:

You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, and (ii) private keys required to access any relevant Stellar address or your Wellmee Tokens. In the event that you are no longer in possession of any private key or device associated with your provided Stellar address, you understand you may never be able to access your Wellmee Tokens.

7.2 Additional Information:

You will provide to us, immediately upon our notice of request, from time to time, information and documentation that we, in our sole discretion, deem to be required to maintain compliance with any international, federal, state or local law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, letters of reference from trusted professionals, or sworn statements. Should you fail to provide us with such information or documentation you acknowledged that we shall be entitled to take such action as we determine is reasonable for us to comply with applicable laws, including, without limitation, refusing to deliver Tokens or restrict access to the Platform. You acknowledge and consent to us disclosing such information or documentation to the extent we determine advisable or necessary to comply with applicable law, regulation or policy.

7.3 Privacy Policy and Data Protection:

We shall adhere to the "Wellmee Privacy Policy" in form as appended or uploaded to the Wellmee Site from time to time.

7.4 Your Information:

We may use aggregate statistical information about your activity, including, without limitation, your activity on the Wellmee Site and logins to various websites, for marketing or any other purpose in our sole discretion. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein or in any Policy.

8. YOUR RESPONSIBILITIES

8.1 Security and Backup:

You are responsible for properly configuring any software in connection with your access to, storage or use of the Wellmee Tokens.

8.2 End User Violations:

You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to these Terms. You are responsible for End Users' purchase and use of Wellmee

Tokens. You will ensure that all End Users comply with your obligations under these Terms and that the terms of your agreement with each End User are consistent with these Terms.

8.3 End User Support:

You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

9. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling Wellmee Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Wellmee Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Wellmee Tokens under applicable law or regulation.

10. Taxes

The purchase price that you pay for Wellmee Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Wellmee Tokens, including, for example, sales, use, value added, and similar taxes. It is also 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 Wellmee Tokens.

11. Term; Termination

11.1. Term:

The term of these Terms will commence on the Effective Date and will continue until terminated in accordance with these Terms.

11.2 Termination:

These Terms will terminate automatically upon earlier of: the delivery of substantially all of your Resulting Distribution or after five (5) days of the successful completion of all milestones for the development of the Platform, as noted in the Wellmee Whitepaper from time to time. We may terminate these Terms in our sole discretion if you breach any term or Policy.

11.3 Effect of Termination:

Upon any termination of these Terms: (a) all your rights under these Terms immediately terminate; (b) you are not entitled to a refund of any amount paid; (c) you will immediately return or, if instructed by us, destroy all Wellmee Content in your possession; and (d) Clauses 7.2, (Additional Information), 7.3 (Privacy and Data Protection), 8.1 Security and Backup), 10 (Taxes), 11.3 (Effect of Termination), 12. (Proprietary Rights), 13. (Additional Representations and Warranties), 15. (Indemnification), 16. (Risk and Disclaimers), 17 (Limitations of Liability), 22 (Modifications to the Agreement), 23 (Miscellaneous) and 24 (Definitions), will continue to apply in accordance with their

terms. We will not be liable for any special, incidental or consequential damages you sustain, including, without limitation, any special, incidental or consequential damages due to any loss of credentials, login information or private keys for any website or software or your inability to access any website or account.

12. PROPRIETARY RIGHTS

12.1 Suggestions: If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential or proprietary. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

7.2 Hardware and Software: Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the Wellmee Tokens in your Resulting Distribution) used by Wellmee or its affiliates.

7.3. Intellectual Property: We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

13. Representations and Warranties

By purchasing Wellmee Tokens from us, you represent and warrant that:

- You have read and understand these Terms (including all Exhibits);
- You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin, Ether, and Stellar Lumens, token storage mechanisms (such as Stellar accounts), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing Wellmee Tokens;
- You have obtained sufficient information about Wellmee Tokens to make an informed decision to purchase Wellmee Tokens;
- You understand the restrictions and risks associated with the creation of Wellmee Tokens as set forth herein, and acknowledge and assume all such risks;
- You understand, acknowledge and assume the risks associated with the purchase, holding and use of Wellmee Tokens in connection with the Services and Platform, as explained and disclosed in Section 6 and Exhibit C;
- You understand that Wellmee Tokens confer only the right to access the Services, and confer no other rights of any form with respect to the Company or its corporate affiliates or property, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

- You are purchasing Wellmee Tokens solely for the purpose of accessing Services, being aware of the commercial risks associated with the Company and Wellmee Tokens. You are not purchasing Wellmee Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;
- Your purchase of Wellmee Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Wellmee Tokens, using Wellmee Tokens, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Wellmee Tokens;
- If you are purchasing Wellmee Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that 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);
- You are not, nor are you an agent of, (i) a citizen or resident of a country or territory in which access to or use of the Services or the acceptance of delivery of the Wellmee Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a country or territory that is subject to sanctions or embargoes imposed by the Czech Republic or any other country, or (iii) an individual or entity, nor an individual or entity employed by, acting on behalf of, or affiliated 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 and Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List (collectively, "Restricted Party Lists"). You further agree that you will not use the Wellmee Tokens or Services in connection with transactions (i) in any country or territory that is subject to U.S. or other sanctions or embargoes, (ii) with any individual or entity that is identified on the Restricted Party Lists, nor (iii) otherwise prohibited by U.S. sanctions and export control laws and regulations including the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control, 31 C.F.R. §§ 500-599, and the Export Administration Regulations, 15 C.F.R. §§ 730-774. You agree that if your country of residence or any other circumstances change such that the above representations are no longer accurate, then you will immediately cease using the Services and notify the Company. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

In addition:

- a. The Purchaser agrees and acknowledges the following:
 - i. the Token itself does not constitute securities or debentures in any form in any jurisdiction;
 - ii. these Terms does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, or any other form of investment, or a solicitation for any form of investment in any jurisdiction;
 - iii. no Token shall be construed, interpreted, classified or treated as enabling, or according any opportunity to, purchasers to participate in or receive profits, income, or other payments or

returns arising from or in connection with the Wellmee Platform, the Token, or products, or to receive sums paid out of such profits, income, or other payments or returns;

- iv. the Tokens are not to be construed, interpreted, classified or treated as:
 - any kind of currency other than cryptocurrency;
 - debentures, stocks or shares issued by any entity;
 - rights, options or derivatives in respect of such debentures, stocks or shares;
 - rights under a contract for differences or under any other contract with the purpose or pretended purpose to secure a profit or avoid a loss; or
 - units or derivatives in a collective investment scheme or business trust, or any other type of securities.
- b. The Purchaser is purchasing Wellmee tokens for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment, without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.
- c. The Purchaser is not a citizen or resident of a geographic area in which the entering into these Terms, the purchase, acceptance of delivery of the Tokens is prohibited by applicable laws or regulations, and where any restrictions in relation to the entry into the Terms and the purchase, acceptance of delivery of the Tokens are applicable, the Purchaser has observed and complied with all such restrictions at the Purchaser's own expense and without liability to the Company.
- d. Accredited Investor or Non-U.S. Investor
 - . For U.S. Persons or person who act on behalf of a U.S. Person. If the Purchaser is a "U.S. Person" as defined in Rule 902 of Regulation S of the Securities Act, then the Purchaser understands the definition of an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act, and represents that the Purchaser is an "Accredited Investor" and and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of Tokens to be made by it hereunder. the Purchaser understands that that the Purchaser will be required to provide documentation to the Company and/or their authorized agent(s) to verify the Purchaser's status as an "Accredited Investor" and failure to provide such documents will disqualify the Purchaser from purchasing Tokens and the Company will not accept subscriptions from the Purchaser who fail to verify their status as an "Accredited Investor".
 - i. Non-U.S. Persons. If the Purchaser is not a person as described above, the Purchaser understands the definition of "U.S. Person" as defined in Rule 902 of Regulation S of the Securities Act and represents that the Purchaser is not a U.S. Person.
- e. The Purchaser represents and warrants that entering into the Terms complies with applicable laws and regulations in the Purchaser's jurisdiction including:

- . legal capacity and any other threshold requirements in the jurisdiction for the purchase of the Tokens;
- i. any foreign exchange or regulatory restrictions applicable to such purchase; and
- ii. any governmental or other consents that may need to be obtained.
- f. The Purchaser is purchasing the Right solely on the basis of the White paper and neither the Company nor its representatives have made any representations of any nature to induce the Purchaser except as specifically set forth in the White paper. The Purchaser also acknowledges and agrees with the entirety of the White paper.
- g. The Purchaser has a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanism and other material characteristics of cryptocurrencies, blockchain based software systems, cryptocurrency wallets or other token storage mechanisms, blockchain technology and smart contract technology.
- h. The Purchaser represents and warrants to the Company that where personal data is or will be collected, used or disclosed by the Company for the purposes of the purchase of the Right and / or any of the other transactions contemplated herein, the individuals to whom the personal data relates to have, prior to disclosure, agreed and consented to such collection, use and disclosure of personal data. Any information supplied in connection with these Terms may be held by the Company and used for the purpose of carrying out any of the transactions contemplated herein, may also be used for the purpose of carrying out the Purchaser's instructions or responding to any enquiry purported to be given by the Purchaser or on the Purchaser's behalf, observing any legal, governmental or regulatory requirements of any jurisdictions (including any disclosure or notification requirements to which any recipient of the data is subject); and any other purpose as may be described in the Company's privacy policy.
- i. The Purchaser will comply with any applicable tax obligations in the Purchaser's jurisdiction arising from the purchase of the Right and / or the Tokens.
- j. The Purchaser will follow any instructions or procedures issued by the Company in relation to receiving the Tokens, the Purchaser understands that the failure to adhere to such instructions or procedures may lead to the Purchaser not being able to receive or gain access to the Tokens.
- k. The Purchaser enters into these Terms with the predominant expectation that he, she or it, as the case may be, will profit upon the successful development of the Wellmee Platform arising from the efforts of the Company and its employees to develop and market the Wellmee Platform and related sale of the Tokens.
- l. The Purchaser's crypto-currency assets representing the Purchase Amount are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and the Purchaser will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.
- m. To the extent required by applicable Laws, the Purchaser represents and warrants to the Company that the Purchaser complies with all anti-money laundering and anti-terrorism-financing requirements. The Purchaser is not acting directly or indirectly:
 - . on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by

the US Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time, or any Executive Order administered by OFAC;

- i. for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Company, after being specifically notified by the Purchaser in writing that it is such a person, conducts further due diligence, and determines that such a transaction shall be permitted; or
 - ii. for a foreign shell bank.
- n. The Purchaser agrees and acknowledges that the procedures for the payment of the Purchase Amount participated, as may be reasonably amended by the Company from time to time with notice to the Purchaser, are deemed to be reasonable security measures for the protection of the Purchase Amount and the Purchaser undertakes not to raise any claim or suit against the Company in the event the Company suffers any act of cybercrime, cyberterrorism, hacker attacks, or invasion or outbreak of Malware, including any that result in a loss of the Purchase Amount or the Tokens issued pursuant to the Right.
- o. The Purchaser undertakes to promptly provide any information and documents as may be requested by the Company in its discretion from time to time, including complying with applicable laws, rules, regulations, guidance issued by any regulatory authority, or any requests by any government authority, regulatory authority, judicial body or court. To the extent that the Purchaser become aware of any change to the information or documents previously provided to the Company, the Purchaser undertakes to promptly notify the Company accordingly.
- p. All of the above representations and warranties are true, complete, accurate and non-misleading from the time of the Purchaser's access to and / or entry into these Terms, these representations and warranties are deemed to be restated for each day throughout the term of these Terms and will survive the termination of these Terms. The Purchaser shall immediately notify the Company in writing if there is a breach of any such representation or warranty.
- q. Citizens and residents (whether a natural or legal person) of::
- . the People's Republic of China or a citizen or resident (tax or otherwise) of, or domiciled in, the People's Republic of China;
 - i. the People's Republic of Korea or a citizen or resident (tax or otherwise) of, or domiciled in, the People's Republic of Korea;
 - ii. the United States of America or a citizen, resident (tax or otherwise) or green card holder of, or domiciled in, the United States of America, unless the Purchaser is a U.S. Qualified Person; or
 - iii. a jurisdiction where the Token Sale is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction.
 - iv. any other jurisdiction designated by Wellmee from time to time,

are prohibited from purchasing Wellmee Tokens. Wellmee reserves the right to refuse sale of Wellmee Tokens to anyone who is, in the absolute discretion, ineligible to apply to purchase Wellmee Tokens.

14. Transfer of Title; Risk of Loss

You acknowledge and agree that transfer of title to, and risk of loss of, Wellmee Tokens pursuant to the Token Purchase Agreement will pass from Company to you, and will occur, in the Czech Republic.

15. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Wellmee Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity. Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 11. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

16. Risks and Disclaimers

16.1. Risks:

YOU UNDERSTAND AND ACKNOWLEDGE THAT BLOCKCHAIN TECHNOLOGY AND STELLAR AND STELLAR LUMENS ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF WELLMEE'S CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE WELLMEE'S PERFORMANCE UNDER THESE TERMS. IN ADDITION, YOU UNDERSTAND WELLMEE TOKENS AND BLOCKCHAIN ANCHORING TECHNOLOGY ARE SIMILARLY NEW AND UNTESTED AND ADVERSE CHANGES IN MARKET FORCES OR TO THE UNDERLYING TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE WELLMEE'S PERFORMANCE UNDER THESE TERMS.

IN PARTICULAR, AND IN ADDITION TO THESE TERMS, YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH IN THE TOKEN DOCUMENTATION.

Further on Risks see "Exhibit C".

16.2. Disclaimers

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

17. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF WELLMEE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), 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 DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE WELLMEE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR WELLMEE TOKENS.

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

(C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

18. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or 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 to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

19. Dispute Resolution; Arbitration

Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms

resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

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.

Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable 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 postmaster@wellmee.com. Notice to you shall be by email to the then-current email address in your Account. 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 19, commence an arbitration proceeding.

As far as you are not a consumer pursuant to Sec. 419 Czech Civil Code, all disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic without recourse to the ordinary courts of law. The place of arbitration is Prague, the Czech Republic. The number of arbitrators shall be three. The language of the arbitral proceedings is Czech or English.

Severability of Dispute Resolution; Arbitration. If any term, clause or provision of this Section 19 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 19 will remain valid and enforceable. Further, the waivers set forth in Section 19 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

20. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the Czech Republic, without regard to conflict of law rules or principles (whether of the Czech republic or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The courts of Prague shall have the whole and exclusive jurisdiction.

21. 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.

22. Modifications to the agreement

We may modify these Terms (including any Policies) at any time by posting a revised version on the Wellmee Site or, only if you have provided us with your email address, by email. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email. It is your responsibility to check the Wellmee Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

23. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of Wellmee Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at <https://wellmee.com/> date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. All waivers by us must be unequivocal and in writing to be effective. 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. Purchasing Wellmee Tokens 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, will be provided in electronic form.

23.1 Confidentiality and Publicity:

You may use Wellmee Confidential Information only in connection with your purchase of Wellmee Tokens under these Terms and pursuant to the terms of these Terms. You will not disclose Wellmee Confidential Information during the Term or at any time during the five (5) year period following the end of the Term other than to your advisors in connection with your purchase of Wellmee Tokens and provided they also hold such information on these Terms. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Wellmee Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your purchase, You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by these Terms.

23.2 Force Majeure:

We and our affiliates 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, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in

blockchain technology (broadly construed), changes in the Stellar or Platform protocols or any other force outside of our control.

23.3 Independent Contractors; Non-Exclusive Rights:

We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

23.4 No Third Party Beneficiaries:

Save as noted in Clause 15 (Indemnification), these Terms do not create any third party beneficiary rights in any individual or entity.

23.5 Import and Export Compliance:

In connection with these Terms, you will comply with all applicable import, re-import, export, and re-export control and regulations promulgated by applicable regulatory authorities. For clarity, you are solely responsible for compliance related to the manner in which you choose to use Wellmee Tokens.

23.6 Notice:

(a) To You. We may provide any notice to you under these Terms by posting a notice on the Wellmee Site. Notices we provide by posting on the Wellmee Site will be effective upon posting. It is your responsibility to periodically review the Wellmee Site for notices.

(b) To Us. To give us notice under these Terms, you must contact Wellmee by email to info@wellmee.com. We may update this email address for notices to us by posting a notice on the Wellmee Site. Notices to us will be effective one business day after they are sent.

(c) Language. All communications and notices to be made or given pursuant to these Terms must be in the English language.

23.7 Assignment:

You will not assign your rights under these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

23.9 Entire Agreement; English Language:

These Terms includes the Policies and incorporates by reference the documents referred to herein, as amended from time to time, and is the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. Notwithstanding any other agreement between you and us, the security and data privacy provisions in these Terms contain the

Parties and their affiliates' entire obligation regarding the security, privacy and confidentiality of your personal information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policies, the terms contained in this document will control. If we provide a translation of the English language version of these Terms, the English language version of the Agreement will control if there is any conflict. Without prejudice to Clause 18.6 (Notice), you agree and acknowledge that all agreements, notices, disclosures and other communications that we provide you, including these Terms, will be provided in electronic form.

24. DEFINITIONS

"Content" means software (including app images), data, text, audio, video, images or other content.

"Distribution Stellar Platform" means the configuration that distributes Wellmee Tokens to purchasers in accordance with the Exchange Rate and amounts sent to the Stellar address contained within the Stellar Platform. The code will be published on the GitHub repository <https://github.com/Wellmee/ITO> or such other place as notified on the Signals Site.

"End User" means any individual or entity that directly or indirectly through another user purchases Wellmee Token on behalf of another person or entity.

"Exchange Rate" means the amount of Wellmee Tokens distributed per XLM as published on the Wellmee Site up to 24 hours prior to the Launch Time.

"Launch Time" means the beginning of the Token Distribution which will occur at 3:00pm Czech Republic time (GMT +2) on Thursday 1st of November 2018, or such later date as determined in the absolute discretion of Wellmee and as posted on the Wellmee Site.

"Platform" means the Company's software platform such as a mobile application, web-based application, etc. A detailed description of the Wellmee Platform is provided in the Whitepaper (the terms of which are subject to change in the absolute discretion of Wellmee).

"Policies" means these Terms, all restrictions described in the Wellmee Content and on the Wellmee Site, and any other policy or terms referenced in or incorporated into these Terms. Policies does not include whitepapers or other marketing materials referenced on the Wellmee Site. In the event of a conflict between any Policy and these Terms, these Terms will prevail.

"Resulting Distribution" means the amount of Wellmee Tokens distributed to you by the Distribution Stellar Platform as a result of the amount you sent to the Distribution Stellar Platform.

"Wellmee Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Wellmee Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Wellmee Confidential Information does not include any information that: (i) is or becomes publicly available

without breach of these Terms; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown conclusively by documentation to have been independently developed by you without reference to the Signals Confidential Information.

“Wellmee Content” means Content we or any of our affiliates make available in connection with these Terms or on the Wellmee Site to allow access to or purchase of Wellmee Tokens. Wellmee Content does not include Wellmee Tokens.

“Wellmee Site” means the website at <https://www.wellmee.com/> and any successor or related site used by us.

“Suggestions” means all suggested modifications, improvements, additions or subtractions to our business that you provide to us.

“Token Documentation” means the Wellmee White Paper (Version of 6th of September 2018 as amended from time to time by Wellmee)

“Term” means the term of these Terms described in Clause 11.1 (Term).

“Third Party Content” means Content made available to us or to you by any third party, including, without limitation, any price, speed, volume, frequency, or statistical information.

“Token Distribution” means the public distribution of the Wellmee Tokens.

Exhibit A

Description of Company, Well Balance s.r.o / Wellmee, and Wellmee Tokens:

1. Overview of Company The Company Well Balance s.r.o. is a limited liability company (non-stock corporation) organized under the laws of the Czech republic, having its seat in Prague, the Czech Republic, registered with the commercial register (Obchodni rejstrik) of the local court (Mestsky soud) Prague under C 294078, with business address at: Korunni 2569/108, Vinohrady, 101 00 Prague 10 and will have primary responsibility for the provision of Services and for administering the development of Wellmee.

Exhibit B

Token Sale Procedures and Specifications

1. Total Number of Wellmee Tokens to be Created and Sold

The Company will create 1,000,000,000 Wellmee Tokens. Of the total pool of Wellmee Tokens created, a pool of 500,000,000 Wellmee Tokens are pre-allocated for sale , a pool of 300,000,000 Wellmee Tokens have been pre-allocated for the Growth and Bounty (“Community Wellmee”), a pool of 180,000,000 Wellmee Tokens have been pre-allocated to the Company (“Company Wellmee”), and the remaining pool of 20,000,000 Wellmee Tokens have been pre-allocated to the Advisors (“Wellmee Advisors).

The Company will sell 500,000,000 Wellmee Tokens in the Public Token Sale. All Wellmee Tokens will be of equal value and functionality.

2. Eligible Cryptocurrencies

Participation in the Company’s Public Token Sale is possible through the XLM cryptocurrency.

3. Commencement and Duration of the Token Sale

Token sale start date and time:

11/01/2018 3:00 PM (CET)

Token sale end date and time:

11/30/2018 2:59 PM (CET)

OFFERING

2.1 Purchase:

You agree to purchase, and Wellmee agrees to sell, on the terms set forth herein, the Wellmee Tokens. Your purchase is final. Any refunds will be solely at the discretion of Wellmee. Wellmee Tokens may be purchased from the Distribution Stellar Platform using Stellar Lumens (“XLM”). Pricing will be as set out in the Terms of Token Sale. Wellmee may in its absolute discretion offer discounts in pricing to one or more public sale purchasers as further set out in the Terms of Token.

2.2 Delivery Date:

The Distribution Stellar Platform make available to you the Resulting Distribution upon both of the following having occurred: (a) having received full payment for the Wellmee Tokens in XLM and (b) having verified identification pursuant to the relevant blockchain registry.

2.3 Delivery Method:

You shall purchase Wellmee Tokens with XLM. Once the cryptocurrency is received from you the Distribution Stellar Platform will make available the appropriate amount of Wellmee Tokens on the provided XLM address from which your lumens were sent.

2.4 Unsold Tokens:

All unsold Wellmee tokens will be burned.

2.5 Third Party:

If you purchase Wellmee Tokens using a third party, that third party is your agent, not the agent of Wellmee, for any purpose, including but not limited to the purpose of the payment of XLM. You, not Wellmee, are responsible for ensuring that Wellmee actually receives the appropriate amount of XLM. Wellmee is not responsible for any loss of funds due in any part to the use of a third party to send or receive XLM.

Exhibit C

Certain Risks Relating to Purchase, Sale and Use of Wellmee Tokens

Important Note: **As noted elsewhere in these Terms, the Wellmee Tokens are not being structured 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.

The risk factors described below are some of the material risks that arise or may arise in respect of, in relation to and/or in connection with the technologies, products, services, business, platform and/or network of Wellmee, any affiliate or related entity, and any associated person or entity, as well as the issuance, use and/or value of the cryptocurrency for use on Wellmee known as Wellmee Tokens. It is not a comprehensive list of all possible risk factors, and in particular does not take into account the potential individual risk factors of any person other than Wellmee.

If any of the risks described below were to occur, the technologies, products, services, business, platform and/or network of Wellmee, and/or the Wellmee tokens, may not commence or be developed, progressed, established or completed.

This could result in the technologies, products, services, business, platform and/or network of Wellmee (including its business, financial condition, operating results and prospects), and/or the issuance, use and/or value of Wellmee tokens, being materially and adversely affected.

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

The Wellmee business is not yet established, the Platform has not been completed, and no Platform user revenue has been generated.

Wellmee is in the early start-up phase, with development of the Platform still being undertaken. The Platform is not expected to be completed until the various milestones set out in the Whitepaper have been achieved. Development and establishment of the services, network and customer base are likely to incur substantial upfront costs. We cannot assure you when or even if we will achieve sufficient start-up capital to enable us to continue to run our business and complete the fully developed Platform, and therefore provide utilisation for the Wellmee Tokens, in the future.

We have no operating history which makes it difficult to predict our future operational success.

As we have limited or no historical operating history, our ability to accurately forecast our future operations is limited and subject to a number of uncertainties. Going forward we will continue to encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries. We have made assumptions regarding these risks and uncertainties to plan our business. However, if these assumptions are incorrect or change due to changes in our markets or if we do not

address these risks and uncertainties successfully, our operations and financial results could differ materially from our expectations and the business could suffer, and thus the ability to use the Wellmee Tokens could be adversely affected.

We may not successfully develop, market and launch the Platform in part or in full as outlined in the Whitepaper.

The Platform has not yet been fully developed by Wellmee and will require significant capital funding (including by public sale of Wellmee Tokens), the expertise of the Wellmee team management, and their time and effort in order to develop and successfully build out the Platform. Wellmee may have to make, or choose to make radical changes to the specifications, purposes and functionality of the Platform or Wellmee Tokens for any number of legitimate reasons or Wellmee may be unable to develop the Platform in a way that realizes the Whitepaper specifications or any form of a functioning Platform. It is possible that the WellmeeTokens and the Platform may not ever function or be developed in the way outlined by the Whitepaper.

We will compete in markets that are likely to be or become highly competitive, and if we do not compete effectively, our ability to continue operating could be harmed and the utility of the Wellmee Tokens adversely affected.

The markets in which Wellmee will compete in are evolving and likely to be competitive markets. As new technologies are developed we expect competition to intensify. Pricing pressures and increased competition generally could result in the failure of our services to achieve or obtain widespread acceptance and adversely affect the acceptance and utility of the Wellmee Tokens.

If the market develops more slowly than we expect or declines, our business and the utility of the Wellmee Tokens could be adversely affected.

The markets for Wellmee' business are not mature, and it is uncertain whether a service like ours will achieve and subsequently sustain consumer demand and market acceptance. The success of our business will depend on the attractiveness and adoption of our Platform. The expansion of the markets depend on a number of factors including the cost, performance and perceived value associated with Wellmee and the Wellmee Tokens, as well as the ability of companies that provide such services to address security and privacy concerns. If we or other providers experience security incidents, losses of consumer data, tokens being subject to malicious attacks, disruptions in delivery or other such problems, the market for such services as a whole (including our services) may be negatively affected. If Wellmee' business does not achieve widespread adoption caused by a lack of consumer acceptance, technological challenges, weakening economic conditions, security or privacy concerns, competing technologies and products, decreases in corporate spending or otherwise, it may result in decreased revenue, harm our growth rates and adversely affect our business and adversely affect the utility of the WellmeeTokens.

Our business depends on consumer uptake and consumers continuing to use our services.

Failure to achieve adequate customer uptake or the continued use by our consumers may harm our business and the utility of the Wellmee Tokens. In order to achieve our operating forecasts, it is important for consumers to adopt and continue to use the services. Our consumers have no obligation to use our services and we cannot assure you that consumers will continue to do so. Retention rates may fluctuate as a result of a number of factors, including consumers' satisfaction or dissatisfaction with the services, the effectiveness of the consumer support services, the pricing, the prices of competing products or services, mergers and acquisitions affecting our consumer base, the effects of global economic conditions or reductions in our consumers' spending levels. If consumers do not adopt or continue to use the services, our business and the utility of the Wellmee Tokens may suffer.

If we cannot provide successful enhancements, new features and modifications to our services, our business and the utility of the Wellmee Tokens could be adversely affected.

The markets for Wellmee require rapid technological developments and new and enhanced applications and services. If we are unable to provide enhancements and new features for the proposed services that achieve market acceptance or that keep pace with rapid technological developments, our business could be adversely affected. Our success depends on several factors including the timely completion, introduction and market acceptance of such enhancements, features or services. Failure in this regard may significantly impair our revenue growth and adversely affect the value of the Wellmee tokens.

As our services are designed to operate on a variety of systems and networks, we will need to continuously modify and enhance our services to keep pace with changes in internet-related hardware, mobile operating systems, and other software, communication, browser and database technologies.

We may not be successful in either developing these modifications and enhancements or in bringing them to market in a timely fashion. Furthermore, modifications to the proposed services and technologies will incur significant research and development expenses. Any failure of our services to operate effectively with future network platforms and technologies could reduce the demand for our services, result in consumer dissatisfaction, adversely affect our business and adversely affect the utility of the Wellmee tokens.

Actual or perceived security vulnerabilities in our services or any breaches of our security controls and unauthorised access to a consumer's data or tokens could harm our business.

Cyber-attacks and other malicious internet-based activity continue to increase in frequency and in magnitude. Token and content services have been targeted in the past. As we establish and build our consumer base and brand recognition, we may become more of a target for these third parties. If our security measures are breached as a result of third-party action, human negligence and/or error, malfeasance, product defects or otherwise, and this results in the disruption of the confidentiality, integrity or availability of our consumers' data or Wellmee Tokens, we may incur significant liability to third parties and our business may suffer and our reputation may be damaged. Techniques used to obtain unauthorised access to or to sabotage, systems or networks, change frequently and

generally are not recognised until launched against a target. Therefore, we may be unable to anticipate these techniques, react in a timely manner or implement adequate preventive measures.

Privacy concerns and laws and regulations may reduce the effectiveness of our services and harm our business.

Our services will likely involve the storage of personal or identifying information. Various jurisdictions have adopted or are considering adopting laws and regulations regarding the collection, use and disclosure of personal information obtained from consumers and other individuals. The costs of compliance with and other burdens imposed by such laws and regulations may limit the use and adoption of our services and reduce overall demand for them. Compliance with current and proposed laws and regulations globally can be costly to comply with, can delay or impede the development of new products, result in negative publicity, increase operating costs, require significant management time and attention and expose us to claims, liabilities, fines or demands. Furthermore, government agencies may seek to access sensitive information that is provided to or stored through the Wellmee systems, or restrict users' access to Wellmee operating platforms. Laws and regulations relating to government access and restrictions are evolving, and compliance with such laws and regulations could limit adoption of our services by users and create burdens on our business. Moreover, regulatory investigations into our compliance with privacy-related laws and regulations may increase costs and divert management attention.

If we are unable to satisfy data protection, security, privacy, and other government and industry specific requirements, our business could be harmed.

There are a number of data protection, security, privacy and other government and industry specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises experienced by our competitors, consumers or by us may lead to public disclosures which could harm our reputation, erode consumer confidence in the effectiveness of our security measures, negatively impact our ability to attract new consumers, or cause existing consumers to elect not to use our services.

Wellmee' operations are intended to integrate with a variety of operating systems and software applications that are developed by others, and if we are unable to ensure that our solutions interoperate with such systems and applications, our service may become less competitive, our business may be harmed and the utility of the Wellmee tokens may be adversely affected.

We offer our services across a variety of operating systems and through the internet. We are dependent on the interoperability of our platform with third-party mobile devices, desktop and mobile operating systems, as well as web browsers that we do not control. Any changes in such systems, devices or web browsers that degrade the functionality of our services or give preferential treatment to competitive services could adversely affect usage of our services. In order to deliver high quality services, it is important that they work well with a range of operating systems, networks, devices, web browsers and standards that we do not control. As a substantial number of our users are likely to access our services through mobile devices, we will likely be dependent on the interoperability of our services with mobile devices and operating systems. We may not be successful in developing relationships with key participants in the mobile industry or in developing services that

operate effectively with these operating systems, networks, devices, web browsers and standards. In the event that it is difficult for our users to access and use our services, our user growth may be harmed, our business and operating results could be adversely affected and the utility of the Wellmee tokens may be adversely affected.

We may choose to offer free Wellmee tokens as part our marketing or development strategy.

We may offer use of our service to users free of charge in order to promote usage, brand and product awareness, and adoption. Some users never convert from a consumer who only interacts while it is free, to a paid consumer. Our marketing strategy will likely depend in part on persuading users who have free access to the service to move to paying for the service. If such an offering is made and users do not become, or lead others to become, paying consumers, we will not realise the intended benefits of this marketing strategy, and our ability to grow and develop our business may be harmed. We may offer Wellmee tokens to developers, officers, employees and service providers who assist in the launch, build-out and development of the Platform.

If we fail to effectively manage our technical operations infrastructure, our consumers may experience service outages and delays in the further deployment of our services, which may adversely affect our business.

We intend to maintain sufficient excess capacity in our operations infrastructure to meet the needs of all of our consumers. We also seek to maintain excess capacity to facilitate the rapid provisioning of new consumers. In addition, we need to properly manage our technological operations infrastructure in order to support changes in hardware and software parameters and the evolution of our services. We may experience website disruptions, outages and other performance problems. These problems may be caused by a variety of factors, including infrastructure changes, government interference, human or software errors, viruses, security attacks, fraud, spikes in consumer usage and denial of service issues. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time, which may harm our reputation, operating results and the utility of the Wellmee tokens.

If we do not accurately predict infrastructure requirements we may experience service outages which may lead to financial penalties, financial liabilities and consumer losses.

If our operations infrastructure fails to keep pace with increased sales, consumers may experience delays as we seek to obtain additional capacity, which could adversely affect our reputation and our business operations.

Interruptions or delays in service from our third-party providers may impair the delivery of our services and harm our business.

We may use third party providers from time to time to provide or support various aspects of our products and services. Third party providers may cause or suffer from interruptions or delays for various reasons and this may cause interruptions or delays to our services. Any such interruptions or delays may adversely affect our reputation and our business operations.

We depend on highly skilled personnel to grow and operate our business, and if we are unable to hire, retain and motivate our personnel, we may not be able to grow effectively.

Our future success will depend upon our continued ability to identify, hire, develop, motivate and retain highly skilled personnel, including senior management, engineers, designers, product managers, sales representatives, consumer support representatives and other highly skilled personnel. Our ability to operate efficiently is dependent upon identifying, recruiting, training, integrating and retaining our employees and contractors. From time to time there may be changes in our senior management, design, marketing or development teams that may be disruptive to our business. If our senior management, design, marketing or development teams, including any new hires that we may make, fail to work together effectively and to execute on our plans and strategies on a timely basis, our business could be harmed. We may need to invest significantly to attract and retain new employees to contractors. If we are not able to effectively add and retain employees, our ability to achieve our strategic objectives will be adversely impacted, and our business will be harmed.

We may be sued by third parties for alleged infringement of their proprietary rights.

There is likely to be considerable intellectual property development activity in our markets. Our success depends on our not infringing upon the intellectual property rights of others. Our competitors, as well as a number of other entities, including non-practicing entities, and individuals, may own or claim to own intellectual property relating to our markets or consumer content. We cannot provide any assurance that third parties will not allege infringement by us of thirdparty intellectual property or that prosecutions will not be brought against us. In the future, others may claim that our services, underlying technology or content stored, infringes or violates their intellectual property rights. However, we may be unaware of the intellectual property rights that others may claim cover some or all of our technology or services. Any claims or litigation could cause us to incur significant expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our services, or require that we comply with other unfavourable terms. We may also be obligated to indemnify our consumers or business partners or pay substantial settlement costs, including royalty payments, in connection with any such claim or litigation and to obtain licenses, modify services, or refund fees, which could be costly. Even if we were to prevail in such a dispute, any litigation regarding our intellectual property could be costly and time consuming and divert the attention of our management and key personnel from our business operations.

Any failure to protect our intellectual property rights could impair our ability to protect our proprietary technology and our brand.

Our success and ability to compete will depend in part on our intellectual property. We primarily rely on copyright, trade secret, patent and trademark laws, trade secret protection and confidentiality or license agreements with our employees, contractors, consumers, partners and others to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may be inadequate. In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce

our intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defences, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Accordingly, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property. Our failure to secure, protect and enforce our intellectual property rights could materially adversely affect our brand and adversely impact our business.

We may need to rely on third parties for certain financial and operational services essential to our ability to manage our business.

Any failure or disruption in these services could materially and adversely affect our ability to manage our business effectively. We may rely on third parties from time to time for certain essential financial and operational services. As a result, we depend upon these vendors providing us with services that are always available and are free of errors or defects that could cause disruptions in our business processes, which would adversely affect our ability to operate and manage our operations.

We are intending to focus on product innovation and user engagement.

We intend to focus heavily on product and service development and launching new and innovative products and features, as well as on improving the user experience for our services. We will also focus on consumer uptake of the services. We intend to prioritise innovation and growing our user base. We may make product and service decisions that reduce our short-term operational effectiveness if we believe that the decisions are consistent with our goals to improve the user experience and to develop innovative features that we feel our users desire. These decisions may not be consistent with the short-term expectations of revenue and may not produce the long-term benefits expected.

If our services fail to perform properly to meet the needs of our consumers, our reputation could be adversely affected, our market share could decline and we could be subject to liability claims.

Our services although simple for consumers to use are inherently complex and may contain material defects or errors. Any defects either in functionality or that cause interruptions in the availability of our services, as well as user error, could result in:

- loss or delayed market acceptance and sales;
- breach of warranty claims;
- loss of consumers;
- diversion of development and consumer service resources; and
- harm to our reputation.

The costs incurred in correcting any material defects or errors might be substantial and could adversely affect our operations results and the utility of the Wellmee tokens.

Because of the types of services provided, it is possible that hardware failures, errors in our systems or user errors could result in data loss or corruption that our consumers regard as significant. Furthermore, the availability or performance of our services could be adversely affected by a number

of factors, including consumers' inability to access the internet, the failure of our network or software systems, security breaches or variability in consumer traffic for our services. We may be required to issue credits or refunds or otherwise be liable to our consumers for damages they may incur resulting from some of these events. In addition to potential liability, if we experience interruptions in the availability of our services, our reputation could be adversely affected, which could result in the loss of consumers. For example, our consumers access our services through their internet service providers. If a service provider fails to provide sufficient capacity to support our services or otherwise experiences service outages, such failure could interrupt our consumers' access to our services, adversely affect their perception of our services' reliability and consequently reduce our operational effectiveness. Any errors and omissions insurance policies we may have at the time may be inadequate. In addition, any policy we have may not cover all claims made against us, and defending a lawsuit, regardless of its merit, could be costly and divert management's attention.

If the prices we charge for our services are unacceptable to our consumers, our operational effectiveness will be harmed.

As the market for our services matures, or as new or existing competitors introduce new products or services that compete with ours, we may experience pricing pressure and be unable to retain consumers or attract new consumers at prices that are consistent with our pricing model and operating budget.

Sales internationally expose us to risks.

Our services are to be provided to consumers around the world. Operating in multiple jurisdictions and markets requires significant resources and management attention and will subject us to multiple regulatory, economic, geographic and political risks. Risks involved in doing business internationally that may adversely affect our business, include (but are not limited to):

- the localisation and adaption our services for specific countries, including translation into foreign languages and associated expenses;
- data privacy laws that, among other things, could require that consumer data be stored and processed in a designated territory;
- difficulties in staffing and managing foreign operations;
- different pricing environments, longer sales cycles and longer accounts receivable payment cycles and collections issues;
- new and different sources of competition;
- differing levels of protection for intellectual property and other legal rights and practical difficulties in enforcing such;
- laws and business practices favouring local competitors;
- laws and business practices as to the use of cryptocurrencies or tokens;
- compliance challenges related to the complexity of multiple, conflicting and changing governmental laws and regulations, including employment, tax, privacy and data protection laws and regulations;
- increased financial accounting and reporting burdens and complexities;
- restrictions on the transfer of funds;
- adverse tax consequences; and
- unstable regional, economic and political conditions.

We will exchange our services for Wellmee tokens however operating expenses will be incurred in various crypto and fiat currencies. Therefore, fluctuations in the value of XLM and fiat currencies may impact our operations. We intend to monitor changes in the financial environment and seek to limit the risk of such fluctuations. However, any such fluctuations may affect the pricing of the services and the utility of the Wellmee Tokens which may adversely affect our business operations.

If we are unable to maintain and promote our brand, our business and operations may be harmed.

We believe that maintaining and promoting our brand is critical to expanding our consumer base. Maintaining and promoting our brand will depend largely on our ability to provide useful, reliable and innovative services, which we may not do successfully. We may introduce new features, products, services or terms of service that our consumers do not like, which may negatively affect our brand and reputation. The actions of third parties may also affect our brand and reputation if consumers do not have a positive experience using third-party apps or other services that are integrated with our services. Maintaining and enhancing our brand may require us to make substantial investments, and these investments may not achieve the desired goals. If we fail to successfully promote and maintain our brand or if we incur excessive expenses in this effort, our business and operations could be adversely affected.

Our growth may depend in parts on the success of strategic relationships with third parties.

In order to grow our business, we anticipate that we may need to depend on relationships with third parties, such as alliance partners, distributors, system integrators and developers. Identifying partners and resellers, and negotiating and documenting relationships with them, requires significant time and resources. Also, we depend on our ecosystem of system integrators and developers to create applications that will integrate with our platform. Our competitors may be effective in providing incentives to third parties to favour their products or services, or to prevent or reduce subscriptions to our services. In addition, acquisitions of our partners by our competitors could result in a decrease in the number of current and potential consumers, as our partners may no longer facilitate the adoption of our services by potential consumers. If we are unsuccessful in establishing or maintaining relationships with third parties, our ability to compete in the marketplace could be impaired and our operations may suffer. Even if we are successful, we cannot assure you that these relationships will result in increased consumer usage of our services. Furthermore, if our partners and resellers fail to perform as expected, our reputation may be harmed and our business and operating results could be adversely affected leading to a decrease in the utility of the Wellmee tokens.

We may depend on our ecosystem of system integrators and developers to create applications that will integrate with Wellmee' infrastructure.

It is anticipated that an ecosystem of partners, system integrators and developers that may develop, applications, products and services that connect and/or integrate with our services and our platform. We will not be able provide any assurance that any such applications, products or services meet our quality standards. To the extent that they contain bugs or defects this may cause disruptions to our services or negatively affect our brand. We are unlikely to provide any support for third party applications and users may be left without support if these system integrators and developers do not

provide adequate support for their applications. There is also an additional risk that these system integrators and developers may not possess the appropriate intellectual property rights to develop and share their applications. Such risks are outside our control.

Our services are likely to contain open source software, and we may license some of our software through open source projects, which may pose particular risks to our proprietary software, products, and services in a manner that could have a negative impact on our business.

We may use open source software in our services. We may contribute software source code to open source projects under open source licenses or release internal software projects under open source licenses, and anticipate doing so in the future. The terms of many open source licenses have not been interpreted by many courts globally, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our services. We may face claims from third parties claiming ownership of or demanding release of the open source software or derivative works that we developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require us to make our software source code freely available, purchase a costly license or cease offering the implicated services unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources, and we may not be able to complete it successfully. Use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of software. Additionally, because any software source code we contribute to open source projects is publicly available, our ability to protect our intellectual property rights with respect to such software source code may be limited or lost entirely, and we are unable to prevent our competitors or others from using such contributed software source code. We intend to mitigate these risks through unit and integration testing, however these risks may be difficult to eliminate or manage, and may have a negative effect on our business, financial condition, operations and the utility of the Wellmee tokens.

We may require additional capital to support our operations or the growth of our business, and we cannot be certain that this capital will be available on reasonable terms when required, or at all.

We may from time to time require financing to operate or grow our business. We cannot guarantee that any financing required will be available to us on favourable terms when required, or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support the operation or growth of our business could be significantly impaired.

Adverse economic conditions may negatively impact our business.

Our business depends on the overall demand for our services and on the economic health of our current and prospective consumers. Any financial recession may reduce demand for our services. This could result in reductions in sales of our services, longer sales cycles, reductions in subscription duration and value, slower adoption of new technologies and increased price competition. Any of

these events would likely have an adverse effect on our business and the utility of the Wellmee tokens.

Changes in laws and regulations related to the internet or changes in the internet infrastructure itself may diminish the demand for our services, and could have a negative impact on our business.

Our success depends upon the continued use of the internet as a primary medium for commerce, communication and business services and the uptake of cryptocurrencies. Government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Changes in these laws or regulations may require us to modify and adapt our services in order to comply with these changes. In addition, government agencies or private organisations may begin to impose taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally, or result in reductions in the demand for internet-based services such as ours. The use of the internet and in particular the cloud as a business tool could be adversely affected due to delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease of use, accessibility, and quality of service. The performance of the internet and its acceptance as a business tool have been adversely affected from time to time by “viruses,” “worms” and similar malicious programs, and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If the use of the internet is adversely affected by these issues, demand for our services could suffer.

We may employ third-party licensed software for use in or with our services, and the inability to maintain these licenses or errors in the software we license could result in increased costs, or reduced service levels, which would adversely affect our business.

We may rely on third-party software and development tools. Although there may be commercially reasonable alternatives to any such third-party software we choose to license, this may not always be the case, or it may be difficult or costly to replace. Integration of the software used in our services with new third-party software may require significant work and require substantial investment of our time and resources. To the extent that our services may depend upon the successful operation of third-party software in conjunction with our software, any undetected errors or defects in this third-party software could prevent the deployment or impair the functionality of our services, delay new services introductions, result in a failure of our services, and injure our reputation. Any use of additional or alternative third-party software would require us to enter into additional license agreements with third parties.

Tax laws or regulations could be enacted or changed and existing tax laws or regulations could be applied to us or to our consumers in a manner that could increase the costs of our services and adversely impact our business.

The application of global tax laws to services provided electronically is unclear and continuously evolving. Income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted or amended at any time, possibly with retroactive effect, and could be applied solely or disproportionately to services provided over the internet. These enactments or amendments could

adversely affect our sales activity due to the inherent cost increase the taxes would represent and ultimately result in a negative impact on our operations. In addition, existing tax laws, statutes, rules, regulations or ordinances could be interpreted or applied adversely to us, possibly with retroactive effect, which could require us or our consumers to pay additional tax amounts, as well as require us or our consumers to pay fines or penalties, as well as interest for past amounts. If we are unsuccessful in collecting such taxes due from our consumers, we could be held liable for such costs, thereby adversely impacting us.

We may be subject to additional tax liabilities.

We may be subject to income, sales, use, value added and other taxes in multiple countries in which we conduct business, and such laws and rates vary by jurisdiction. Certain jurisdictions in which we do not collect sales, use, value added or other taxes on our sales may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, and we may be required to collect such taxes in the future. Significant judgment is required in determining our worldwide provision for income taxes. Such determinations are highly complex and require detailed analysis of the available information and applicable statutes and regulatory materials. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination may be uncertain. Although we will seek to ensure any tax estimates are reasonable, the final determination of tax audits and any related litigation could be materially different from such estimates. If we receive an adverse ruling as a result of an audit, or we unilaterally determine that we have misinterpreted provisions of the tax regulations to which we are subject, there could be a material effect on our tax provision, net income or cash flows in the period or periods for which that determination is made. In addition, liabilities associated with taxes are often subject to an extended or indefinite statute of limitations period. Therefore, we may be subject to additional tax liability (including penalties and interest) for a particular year for extended periods of time.

Risks Arising from Taxation

The tax characterization of Wellmee Tokens is uncertain. You must seek your own tax advice in connection with purchasing Wellmee Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements. We are not responsible for any taxation on Wellmee Tokens in any jurisdiction.

Risk of Losing Access to Wellmee Tokens 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 Wellmee Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Wellmee Tokens will result in loss of such Wellmee Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your Wellmee Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Wellmee Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Wellmee Tokens.

Risks Associated with the Stellar Protocol

Because Wellmee Tokens and Wellmee are based on the Stellar protocol, any malfunction, breakdown or abandonment of the Stellar protocol may have a material adverse effect on Wellmee or Wellmee Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Wellmee Tokens and Wellmee, including the utility of Wellmee Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Stellar protocol.

Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with Wellmee or Wellmee Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Wellmee Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Financial Market Guarantee System, or private insurance arranged by us, to offer recourse to you.

Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of Wellmee Tokens 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 Wellmee and Wellmee Tokens. Regulatory actions could negatively impact Wellmee and Wellmee Tokens in various ways, including, for purposes of illustration only, through a determination that Wellmee Tokens are a regulated financial instrument or security that require registration and/or licensing. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying Wellmee and attempt to facilitate services that are materially similar to the Services. Wellmee may compete with these alternative platforms, which could negatively impact Wellmee and Wellmee Tokens, including Wellmee Tokens's utility for obtaining Services. The Company will seek to limit such competition through the filing for and use of patents, yet there are risks that the Company will be unsuccessful in doing so.

Risk of Insufficient Interest in Wellmee or Distributed Applications

It is possible that Wellmee 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 platforms (such as Wellmee) more generally. Such a lack of use or interest could negatively impact the development of Wellmee and the potential utility of Wellmee, including its utility for obtaining Services

Risks Associated with the Development and Maintenance of Wellmee

Wellmee is still under development and may undergo significant changes over time. Although we intend for Wellmee Tokens and Wellmee to follow the specifications set forth in Exhibit A, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of Wellmee Tokens or Wellmee for any number of legitimate reasons. This could create the risk that Wellmee Tokens or Wellmee, as further developed and maintained, may not meet your expectations at the time of purchasing Wellmee Tokens. Furthermore, despite our good faith efforts to develop and maintain Wellmee, it is still possible that Wellmee will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact Wellmee and the potential utility of Wellmee Tokens, including its utility for obtaining Services.

Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, the failure of commercial relationships, or intellectual property ownership challenges, Wellmee may no longer be viable to operate and the Company may dissolve.

Risk of an Unfavorable Fluctuation of Value

If the value of fiat or cryptocurrencies fluctuates unfavourably we may not be able to fund development, or may not be able to develop or maintain the Wellmee platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuations, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called “Hard Fork” of bitcoin if one of the competing camps in the scaling debate decides to force the issue, a DAO-like attack on the certain networks, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Risks Arising from Lack of Governance Rights

Because Wellmee Tokens confer no governance rights of any kind with respect to Wellmee or Company, all decisions involving Wellmee or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue Wellmee, to sell more Wellmee Tokens for use in Wellmee, or to sell or liquidate the Company. These decisions could adversely

affect Wellmee and the utility of Wellmee Tokens that you hold, including Wellmee Tokens's utility for obtaining Services.

Unanticipated Risks

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

Risks Associated with Markets for Tokens

The Wellmee Tokens are intended to be used solely within Wellmee and the provision of our services. We do not intend to support or otherwise facilitate any secondary trading or external valuation of the Wellmee Tokens.

This limits the ability to use the Wellmee Tokens solely to the provision or receipt of our services.