



LANEAXIS

AXIS TOKEN SALE TERMS

Last updated: August 15, 2018

PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTIONS 15 AND 16 CONTAIN A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE TERMS YOU SHALL NOT PURCHASE TOKENS.

YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE TOKENS IF YOU ARE (I) A GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR (II) A CITIZEN OR A RESIDENT (TAX OR OTHERWISE) OF THE UNITED STATES OF AMERICA, PUERTO RICO, UNITED STATES VIRGIN ISLANDS, OR ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR PEOPLE'S REPUBLIC OF CHINA, OR PERSON OF THOSE COUNTRIES OR TERRITORIES, OR (III) A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAWS. "PERSON" IS GENERALLY DEFINED AS A NATURAL PERSON RESIDING IN THE RELEVANT STATE OR ANY ENTITY ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE RELEVANT STATE. PURCHASED TOKENS CANNOT BE OFFERED OR DISTRIBUTED AS WELL AS CANNOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO ANY OTHER PERSONS ("RESTRICTED PERSON"), UNLESS OTHERWISE AGREED TO BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION.

This document contains the token sale terms (these "Token Sale Terms", these "Terms" or this "Agreement") agreed between you ("Purchaser", "User" or "you") and Axis Token International, Ltd. (together with its affiliates, "Company", "us," "we" or "our"). Each of you and Company are referred to herein as a "Party" and collectively as the "Parties". You accept these Terms when you purchase AXIS tokens ("AXIS Tokens", "Tokens").

AXIS Tokens are a digital product (decentralized ERC20 tokens) that Company has made and will issue and sell during the sale of Tokens (the "Token Sale") for the use by token holders within the platform ("Platform") described in the White Paper (the "White Paper") located at www.laneaxis.io (including all and any subdomains, collectively, the "Website"), as a mechanism of accessing, using and transaction on the Platform and as Company's service fee, which is collected by Company for the creation of a smart contract, freezing of the transaction amount, arbitration for the disputed transactions and for the execution of the transactions within the Platform. The Platform will be accessed through Tokens. As discussed further in the White Paper, Tokens are the digital utilities that power and incentivize the ecosystem described in the White Paper (the "Ecosystem") and provide access to the Platform (the "Token Utility").

Any purchase of AXIS Tokens is subject to these Terms. Purchase, ownership, receipt or possession of Tokens carries no rights, express or implied, other than the right to use Tokens in connection with Token Utility, in each case, to the extent that the Platform remains in use after its deployment by Company or its affiliates. **AXIS Tokens are not digital currency, commodity, security or expectation of profit and do not represent or confer any ownership right, stake, share or security or equivalent rights, or any right to receive future revenue share or profits, intellectual property rights or any other form of participation in or relating to Company, LaneAxis, Inc. or their respective affiliates, including the governance of the Company and LaneAxis. Tokens are not any other kind of financial instrument and have not been registered under relevant securities regulations, including the securities laws of any jurisdiction in which you are a resident.**

No promises of future performance or value are or will be made with respect to Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that Tokens will hold any particular value at the time of their sale or at any time in the future.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchase of AXIS Tokens.

This Agreement does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This Agreement 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, nor for Tokens.

Information about the Tokens and Token Sale is set forth in the White Paper located at the Website. Purchaser is required to read the White Paper in its entirety prior to purchase of AXIS Tokens.

By purchasing AXIS Tokens from Company, you will be bound by these Terms and any other terms incorporated by reference. If you have any questions about these Terms, please contact us at info@laneaxis.io.

You and Company agree as follows:

1. Purchase of AXIS Tokens. Subject to these Terms, Terms of Use, and Privacy Policy located on the Website, Company agrees to sell to you and you agree to purchase from Company a specific number of AXIS Tokens at the price listed on Website, depending on the time of purchase.

2. Main Terms. Unless otherwise provided herein and/or at the Website, Company will conduct the Token Sale during the following period: from June 1, 2018 00:00 GMT, through December 21, 2018 00:00 UTC (the “Sale Period”) or until the hard cap as provided in White Paper is reached, whichever is sooner (the “Hard Cap”); provided that Company shall have the right in its sole and absolute discretion to extend the Sale Period as the Company determines, including, but not limited to, until the Hard Cap is reached. Any Payment received after the end of Sale Period will be accepted only if such Payment was originated during the Sale Period and Company may request for reasonable evidence of payment from Purchaser. No payment will be accepted when Hard Cap is reached.

3. AXIS Tokens Terms of Use. Any use of AXIS Tokens will be governed by other applicable terms and policies, which will be available at Website, or such other website as Company shall designate, upon the distribution of AXIS Tokens (“AXIS Tokens Terms of Use”). Company at any time at its sole and absolute discretion may from time to time amend such AXIS Tokens Terms of Use.

4. Purchase Procedure.

(a) During the Sale Period you may purchase AXIS Tokens at the price provided on Website, depending on the time of purchase. Purchase of AXIS Tokens requires you to create an account on the Website or fill form provided on the Website in order to provide Company with the following information: number of AXIS Tokens you want to purchase, your email and your digital wallet address (Ethereum). Company may require you to provide additional information to verify your identity, address, source of funds or any other information in your account (form), such as your date of birth, copy of ID, citizenship, country of residence, and other information directly or through a third party (“KYC”). You are solely responsible for relevance and validity of information to be provided when registering an account. Company is not obligated to verify your

identity or any other personal information and may do it at its own discretion.

(b) Payment can be made in ETH, BTH or another currency, including cryptocurrency, as may be additionally introduced by Company from time to time ("Payment"). You shall not use any cryptocurrency exchange address, since you will not be able to receive AXIS Tokens.

(c) Should the Payment made in any currency (any cryptocurrency) other than ETH, Company shall determine the amount of AXIS Tokens to be distributed to such Purchaser based on exchange rates available as of the date of Payment. The Company shall not be responsible or liable for any losses of the Purchaser as a result of this conversion methodology, nor shall it be liable for any errors in the rates of exchange published by any cryptocurrency exchange from which the Company will obtain exchange rates for the purpose of such conversion.

(d) Company has the right to enter into agreement with any of Purchasers on special conditions which may be different from those stipulated by these Terms.

(e) Registration, Payment collection and KYC may be outsourced by the Company to any third party. For the avoidance of any doubt, the Company did not and will not authorize any third party to receive any payments for the purposes of the Sale Period, or to provide any information for making transfers for the purposes of the AXIS Tokens sale, unless otherwise provided herein. The Company shall not be responsible or liable for any losses of the Purchaser related to incorrect or misleading information obtained by the Purchaser from the third parties and/or from unauthorized websites.

(f) Neither the Company nor any of its affiliates shall be bound by a transaction or an operation in violation of this Agreement, and Company may in its sole discretion: (x) take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above; (y) notify the relevant authorities on the transaction or the operation in question; and (z) retain all the funds paid by any Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.

(g) Any Restricted Person purchasing Tokens shall be solely liable for any and all damages, liabilities, losses and expenses caused to any Company Party (as defined below) and shall indemnify, defend and hold harmless the Company Parties from any damages, liabilities, losses and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's purchase of Tokens.

5. Distribution and Receipt of AXIS Tokens. Once you have made a Payment to the Company, Company will perform a verification procedure whereby the received Payment will be linked to relevant email and Wallet you have provided. Company will distribute AXIS Tokens to Wallet which details you have provided to Company. Company shall not be responsible or liable for all and any of your losses as a result of provision of a wrong or unavailable Ethereum address. AXIS Tokens shall be distributed to Wallets, by the later of: (a) within Two (2) weeks upon completion of Tokens sale or within Two (2) weeks from the date when Hard Cap (as defined in the White Paper) is reached (although we or Company may extend the delivery deadline for additional time if necessary to address any unforeseen technical difficulties and provided that we notify you of the same), or (b) within Two (2) weeks after you have provided complete and accurate details of your Account or any additional information required by us or Company (KYC). To be used within Platform AXIS Tokens must be stored in digital wallet associated (linked) with your account on Platform or in any other manner as prescribed by AXIS Tokens Terms of Use.

6. Cancellation. All purchases of AXIS Tokens from Company are final and there are no partial or full refunds or cancellations except as specifically provided in these Terms. Company reserves the right to refuse or reject any Payment made or purchase requested at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Purchaser, Company will exercise reasonable endeavours to procure that the transferred amount is returned to the Purchaser, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such transfers. Company may deduct the transaction cost from the refunded amount, if any.

7. Terms and Conditions of AXIS Tokens. AXIS Token terms and conditions are set forth in the White Paper and Token Terms of Use located at Website, which terms are incorporated hereto by reference.

8. Acknowledgement and Assumption of Risks. You acknowledge and agree that there are risks associated with purchasing Axis Tokens, owning Axis Tokens, and using Axis Tokens in connection with Token Utility, the Platform or otherwise, some of which are discussed in Exhibit A hereto. If you have any questions regarding these risks, please contact us at info@laneaxis.io. **BY PURCHASING THE AXIS TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

9. Representations and Warranties. In connection with the purchase of AXIS Tokens and by sending ETH, BTC or other payment to purchase AXIS Tokens, you represent and warrant the following:

(a) you are aware of the terms and conditions of the AXIS Tokens and have acquired sufficient information about the AXIS Tokens to reach an informed and knowledgeable decision to acquire the AXIS Tokens;

(b) you have read and understand these Terms and you acknowledge and agree that there are significant risks associated with purchasing, holding and using of AXIS Tokens, as disclosed and explained in these Terms (including Exhibit A hereto) and the White Paper. Tokens are not publicly traded and are subject to transfer restrictions. There is no public market for Tokens and one may never develop. Purchase of Tokens is highly speculative. Tokens should not be purchased by anyone who cannot bear the financial risk of holding Tokens for an indefinite period of time and who cannot afford the loss of their entire investment.

(c) you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the AXIS Tokens;

(d) you understand that the AXIS Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to Company, including, but not limited to, any ownership, equity, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(e) you shall not purchase AXIS Tokens for any uses or purposes other than to use AXIS Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes;

(f) you understand that the AXIS Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of any country, including the securities laws of any jurisdiction in which Purchaser is resident;

(g) you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the AXIS Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the AXIS Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(h) your purchase, payment for, and continued beneficial ownership of the AXIS Tokens will not violate any applicable laws of your jurisdiction;

(i) you shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of AXIS Tokens;

(j) you understand that Website, as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Versions of Website and documents translated into others languages are for informational purposes only; and

(k) you are not Restricted Person and you are not acting on behalf of any third party, including Restricted Person.

10. Indemnification.

(a) To the fullest extent permitted by applicable law, you will fully indemnify, defend and hold harmless the Company and its affiliates and their 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 (each a "Company Party", and collectively 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 AXIS Tokens, (ii) conversion of your AXIS Tokens, if any; (iii) your use of the Platform, (iv) your responsibilities or obligations under these Terms, (v) your breach of these Terms, (vi) your violation of any rights of any other person or entity, or (vii) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your sole expense, of any claim subject to indemnification under this Section 10(a). These indemnity, reimbursement and other obligations and agreements are in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of you or any Company Party.

11. Disclaimers.

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE AXIS 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 THE AXIS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (II) WE DO NOT REPRESENT OR WARRANT THAT AXIS TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN AXIS TOKENS WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT AXIS TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(B) 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 11 may not apply to you.

12. Liability and Limitation of Liability.

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE 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 AXIS 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 THE 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 AXIS TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR AXIS TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 12(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF THE 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 12 may not apply to you.

(d) Notwithstanding anything to the contrary in this Agreement, the aggregate liability, if any, of the Company Parties to you or any party acting on your behalf, for any and all claims, demands, actions, damages, losses, costs and expenses that you or any party acting on your behalf may bring against any and all Company Parties shall not exceed the aggregate purchase price for the Tokens actually paid by you to Company.

13. Release. To the fullest extent permitted by applicable law, you release the 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 you and other users of the Platform and the acts or omissions of any third parties. You expressly waive any rights you may have under any applicable law 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 favor at the time of agreeing to this release.

14. Applicable Law and Venue. The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Cayman Islands, without giving effect to principles of conflicts of law.

These Terms, Terms of Use, and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Company. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between these Terms, Privacy Policy, and Terms of Use, these Terms shall prevail.

15. Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (a "Dispute" and collectively, the "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the 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 the Company's respective rights to a jury trial. Instead, you and the 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).

16. No Class Arbitration, Class Action or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to you and the 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. To the full extent permitted by applicable law, all and any Disputes shall be referred to and finally resolved by arbitration in the Cayman Islands, in accordance with its rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be the Cayman Islands. Number of arbitrators shall be one. The language of the arbitration shall be English. Award of arbitration tribunal shall be final and binding for both Parties. Should by any reason reference to the above-mentioned arbitration be impossible, the Dispute(s) shall be referred to and finally resolved by state court in the Cayman Islands.

17. Miscellaneous.

(a) **Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the purchase of Tokens and subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) **Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the AXIS Tokens. By purchasing the AXIS Tokens, you acknowledge your understanding, acceptance and agreement to these Terms. You are bound by these Terms in existence at the time of your purchase of AXIS Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(c) **Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms to any party. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(d) **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(e) **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

(f) **Acceptance.** You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of AXIS Tokens.

(g) **Disruption Event.** In the event of a Disruption Event (as defined below), we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will announce the resumption at least four hours in advance. If we suspend the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section, we will determine in our sole and absolute discretion whether to (i) nevertheless end the Token Sale on the scheduled Token Sale end date or (ii) extend the Token Sale for a period equal to

the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “Disruption Event” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether or BTC of 10% or more in any 24-hour period, (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale, or (v) any other event that we reasonably think materially adversely effects or may materially adversely affect the Company, LaneAxis and/or the Platform.

(h) **Modification of Terms.** We have the right to modify this Agreement, including, but not limited to, if we believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Agreement at www.LaneAxis.io and update the “Last Updated” date above. We may also provide notice to you via email to the email address you provide during registration. The amended Agreement will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of Tokens you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Agreement.

(i) **Website.** The Website is a summary of the terms that is outlined in greater detail in this Agreement by which the Website is qualified in its entirety, and any decision to purchase Tokens should only be made following a review of this Agreement. The Website and the White Paper each contain forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include the words “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of proceeds of the Token Sale, usage of Tokens, buildout of Platform, Platform functionality and the Ecosystem’s prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review the section entitled “Certain Risks Relating to Purchase, Sale and Use of Axis Tokens,” which is attached hereto as Exhibit A, for a discussion of factors that could affect future events implied by these forward looking statements and other risks associated with a purchase of Tokens.

(j) **Termination.** Company may terminate this Agreement with any one of you, i.e. to refuse the further services.

* * *

Exhibit A

CERTAIN RISKS RELATING TO PURCHASE, SALE AND USE OF AXIS TOKENS

Important Note: As noted elsewhere in this Agreement, Axis Tokens are *not* being designed or sold as currency, securities, right of ownership, expectation of profit or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. You should carefully consider the risks described below, together with all of the other information included in this Agreement and the White Paper, before deciding whether to purchase the Axis Tokens. The occurrence of any of the risks described below and/or in the White Paper could have a material adverse effect on the Company's and/or LaneAxis, Inc.'s business, financial condition, results of operations and future growth and development prospects. In these circumstances, the market price of the Axis Tokens, if any, could decline or the utility of the Axis Tokens may decrease and the Axis Tokens may lose their value, if any, entirely.

The Company and LaneAxis expressly disclaim 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 A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

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

1. Risk of Losing Access to Axis 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 Axis Tokens stored in your Purchaser Wallet or other digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your Purchaser Wallet or other digital wallet or vault storing Axis Tokens will result in loss of such Axis Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of your Purchaser Wallet or other digital wallet or vault service you use, may be able to misappropriate your Axis Tokens. Any errors or malfunctions caused by or otherwise related to your Purchaser Wallet or other digital wallet or vault you choose to receive and store Axis Tokens, including your own failure to properly maintain or use such Purchaser Wallet or other digital wallet or vault, may also result in the loss of your Axis Tokens. Additionally, your failure to follow precisely the procedures set forth in the Terms for buying and receiving Axis Tokens may result in the loss of your Axis Tokens.

2. Risks Associated with the Ethereum Blockchain

Because Axis Tokens and the Platform are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Platform or Axis Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Axis Tokens and the Platform, including the use of Axis Tokens for Token Utility, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum blockchain, Axis Tokens are susceptible to attacks by miners in the course of validating Axis Tokens transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-

mining attacks. Any successful attacks present a risk to the Platform and Axis Tokens, including, but not limited to, accurate execution and recording of transactions involving Axis Tokens.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or Axis 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. Furthermore, because the Platform is based on an open-source protocol, there is a risk that a third party or a member of the Company team or LaneAxis team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

5. Risks Associated with Markets for Axis Tokens

Axis Tokens are intended to be used solely in connection with the Platform, and the Company does not support or otherwise facilitate any secondary trading or external valuation of Axis Tokens. This restricts the contemplated avenues for using Axis Tokens, and could therefore create illiquidity risk with respect to Axis Tokens you hold. Even if secondary trading of Axis Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Axis Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Axis 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 Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of Axis 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 the Platform and Axis Tokens. Regulatory actions could negatively impact the Platform and Axis Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale, delivery or use of Axis Tokens constitutes unlawful activity, or that registration or licensing is required for Axis Tokens or for some or all of the parties involved in the purchase, sale, delivery or use of Axis Tokens. The 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 approvals to operate in such jurisdiction.

8. Risks Arising from Taxation

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

9. Risk of Competing Protocols

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

10. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the platform and Tokens, which could result in the theft or loss of Tokens.

11. Risk of Insufficient Interest in the Platform or Distributed Applications

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed protocols and decentralized applications, more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of Axis Tokens, including its use for Token Utility.

12. Risks Associated with the Development of the Platform

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

13. Risk of an Unfavorable Fluctuation of Ether, BTC and Other Currency Value

The Company team intends to use the proceeds from selling Axis Tokens to contribute to the ongoing development of the Platform and the Ecosystem, as described further in the White Paper. The proceeds of the Token Sale will be denominated in Ether and BTC, and may, at the Company's discretion, be converted into other cryptographic and fiat currencies. If the value of Ether, BTC or other currencies fluctuates unfavorably during or after the Token Sale, the Company team may not be able to contribute to ongoing development of the Platform in the manner that it intended.

13. Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether or BTC (or other cryptographic and fiat currencies), decrease in Axis Tokens' utility (including its use for Token Utility), the failure of commercial relationships, or intellectual property ownership challenges, the Company may dissolve. The dissolution of Company may still adversely impact the Platform and the utility of Axis Tokens, given the Company's role in developing the Platform and its anticipated role in contributing to the ongoing development of the Platform.

14. Risks Arising from Lack of Governance Rights in the Company

Because Axis Tokens confer no governance rights of any kind with respect to the Company, all

decisions involving the Company will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue contributions to the Platform's ongoing development or to sell or liquidate the Company. As noted above, the consequences of those decisions could adversely impact the Platform and the utility of Axis Tokens that you hold, including Axis Tokens' use for Token Utility.

15. Risks Associated with New and Evolving Laws Impacting Decentralized Application Technology

The distributed ledger and decentralized application ecosystem, and by extension the Platform, may be subject to a variety of federal, state and international laws and regulations, including those with respect to financial services, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, intellectual property (including copyright, patent, trademark and trade secret laws), and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could adversely impact the Company, the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

Additionally, the users and developers of the Platform may be subject to industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

16. Specific Risks Relating to Value and Function of Axis Tokens

The launch of new features on the Platform utilizing Axis Tokens may be delayed for reasons beyond the Company's control and may ultimately prove unsuccessful. The Company may discontinue features if they are not profitable, gambling regulations or licensing requirements change, or for other reasons.

The value of Axis Tokens will depend on the Token Utility, including its acceptance as a means of accessing services and products on the Platform. The value may be affected by market conditions and other factors, including changes in the regulation of cannabis and cannabis related products. Such changes may adversely affect on the utility and value of the tokens.

Unless other players in which LaneAxis operates adopt Axis Tokens, Axis Tokens may not have any utility during any period in which circumstances require the Company to suspend the Platform operations. No other platforms have indicated that they intend to adopt Axis Tokens.

The value of Axis Tokens will be affected by the demand for the Axis Token relative to its supply. The Company intends to augment the supply by allowing participants to earn Axis Tokens through certain activity on the Platform and by selling or releasing additional Axis Tokens over time.

The ability to convert Axis Tokens into other cryptocurrencies or fiat currencies will depend on the development of a trading market for the Axis Token. The Company has no obligation to establish, promote or support trading of the Axis Tokens.

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

17. Unanticipated Risks

Cryptographic tokens such as the Axis Tokens are a new and untested technology. In addition to the risks included in this [Exhibit A](#), there are other risks associated with your purchase, holding and use of the Axis Tokens, including those that are set forth in the White Paper and those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this [Exhibit A](#).

18. *The Axis Tokens Are Subject to Significant Transfer Restrictions*

The Tokens have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold, except as described in the section entitled “Transfer Restrictions” in this Agreement. Non-U.S. Persons holding Tokens will only be permitted to resell or transfer their Tokens to other Non-U.S. Persons in accordance with Regulation S under the Securities Act. These restrictions may adversely impact your ability to resell the Tokens or the price at which you may be able to resell them, if at all. The Tokens are not redeemable at the option of the holder and Tokenholders will not have the right to withdraw their capital. It is not contemplated that the Tokens will ever be registered under the Securities Act or any other securities laws. Each Token subscriber will be required to represent that it is a qualified subscriber under applicable securities laws and that it is acquiring the Tokens not with a view to resale or distribution. Further, each Tokenholder must represent that it will only sell or transfer its the Tokens in accordance with the restrictions set forth in the Agreement, and in a manner permitted by applicable laws and regulations. Consequently, Tokenholders must be prepared to bear the risk of holding the Tokens for an extended period of time.

19. *Developing Regulatory Regimes*

Regulation of tokens (including the Axis Tokens) and token sales such as this, cryptocurrencies (including Ethereum), blockchain technologies, and cryptocurrency exchanges are currently undeveloped and likely to rapidly evolve, and vary significantly among U.S. or non-U.S. federal, state and local jurisdictions and are subject to significant uncertainty. Various legislative and executive bodies in the United States, Singapore, China, South Korea and in other countries are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact your ability to use the Tokens. Failure by the Company, LaneAxis or their representatives to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of material adverse consequences to the Company and/or LaneAxis, including civil penalties and fines.

20. *Tax Considerations*

The tax characterization of the Tokens is uncertain and a subscriber should consult its own tax advisor regarding the consequences of a purchase of the Tokens. A purchase of the Tokens may result in adverse tax consequences to Purchasers, including withholding taxes, income taxes and tax reporting requirements. Each potential Purchaser should consult with and must rely upon the advice of its own tax advisor with respect to the United States and non-U.S. tax consequences of the purchase of the Tokens.