ASURE FOUNDATION

Contribution and ASR Allocation Terms and Explanatory Note

1.   Principles

1   The following Terms ("Terms") govern the contribution procedure ("Contributions" collectively, and "Contribution" individually) to the Asure Foundation ("ASURE FOUNDATION") by contributors ("Contributors" collectively, and "Contributor" individually) and the subsequent genesis allocation of transferable cryptographic blockchain-based digital information units called ASR Token ("ASR") to Contributors ("Token Generating Event", "TGE").

2   The ASURE FOUNDATION researches and develops new technologies and applications, especially in the fields of new open and decentralized software architectures. A dominating, but not exclusive focus is set on the research and development of the so-called ASURE Blockchain, ASURE Network, ASURE Platform, and the related technologies, which will play a fundamental role in an ecosystem of social insurance providers and customers which form a decentralized platform, as well as the promotion and support of applications using the ASURE Blockchain, ASURE Network and ASURE Platform.

3   The ASURE FOUNDATION intends to establish one or more solutions that allow the creation of decentralized insurance and social insurance applications, making the purchase and sale of social insurance more efficient, enable lower operational costs, and provide greater transparency into the industry of social insurance compared to traditional operations. These intended activities are subsumed under the term "ASURE Network, ASURE Blockchain or ASURE Platform".

4   Citizens and residents of American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe are prohibited to participate as a Contributor during the TGE. Citizens and residents of the mentioned states are considered as:

   a.   a natural person resident in American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe;

b. a partnership, corporation or LLC organized in the American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe;

c. an estate of which any executor or administrator is a citizen or resident of American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe;

d. a trust of which any trustee is a citizen or resident of American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe;

e. an agency or branch of a foreign entity located in American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe;

f. a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a citizen or resident of American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe;

g. a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe; or

h. Any partnership or corporation organized or incorporated in a jurisdiction of American Samoa, Belarus, Burundi, Central African Republic, Cuba,

Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe which are formed by a citizen or resident of American Samoa, Belarus, Burundi, Central African Republic, Cuba, Congo (Brazzaville), Congo (Kinshasa), Guam, Iraq, Iran, Lebanon, Libya, Northern Mariana Islands, North Korea, Puerto Rico, Somalia, Sudan, South Sudan, Syria, United States, US Virgin Islands, US Minor Outlying Islands, Venezuela, Yemen, Zimbabwe principally for the purpose of investing;

5 By transferring Ether (ETH) to the Smart Contract System ("SCS") and the Smart Contract System creating ASR Token ("ASR"), the Contributor understands and accepts that the Contributor makes a Contribution into a Smart Contract System for the development of new technologies and applications, among others on the promotion and development of the so-called ASURE Network, ASURE Blockchain or ASURE Platform ("Contribution"), as further described in the Asure Whitepaper ("the Whitepaper"). For the Whitepaper and/or further information on the planned project, visit https://asure.network. The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms as set forth under para. (6) below.

6 The Contributor understands and accepts that while the individuals and entities, including involved entities assigned to this task, will make reasonable efforts to develop and complete the ASURE Network, ASURE Blockchain or ASURE Platform, it is possible that such development may fail and that the ASURE Network, ASURE Blockchain, ASURE Platform or any ASR will not be created, become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 7 regarding Risks).

7 The Contributor is also aware of the risk that even if all or parts of the ASURE Network, ASURE Blockchain and ASURE Platform are successfully developed and released in full or in parts, due to a lack of public interest, the ASURE Network, ASURE Blockchain or ASURE Platform could be fully or partially abandoned, remain commercially unsuccessful, or shut down for lack of interest or other reasons. The Contributor therefore understands and accepts that the Contribution to ASURE FOUNDATION, and/or the allocation, use and ownership of ASR, carries significant financial, regulatory and/or reputational risks (including the complete loss of value (if any) of ASR and attributed features).

8 The Contributor understands and accepts that a portion of the proceeds from the TGE may be used to repay earlier contributors.

9 By contributing to ASURE FOUNDATION, the Contributor expressly agrees to all the terms and conditions set forth in the "Smart Contract System" or "SCS", existing on the blockchain at the addresses published before the start of the Contribution Period

on https://asure.network, and in this document (together the "Terms"). The Contributor further confirms to have carefully reviewed the Terms and fully understands the risks and costs of making a Contribution to ASURE FOUNDATION.

10 The Contributor also understands and accepts that - as the issuance of allocation proposals of ASR is software based - the functions, terms and conditions applicable thereon are set forth in the SCS. To the extent the terms contained herein or in any other document or communication contradict to the ones set forth in the SCS, the terms of the SCS prevail. Furthermore, no other document or communication may modify or add any additional obligations or covenants to ASURE FOUNDATION beyond those set forth in the SCS or in this document.

11 This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a software based fundraising campaign.

12 Nothing herein constitutes an offer to sell, or the solicitation of an offer to buy, any securities, nor shall there be any offer, solicitation or sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

13 By donating to ASURE FOUNDATION, and/or by receiving, using and holding ASR, no form of partnership, joint venture or any similar relationship between the Contributors, ASURE FOUNDATION and/or other individuals or entities involved with the ASURE Network, ASURE Blockchain or ASURE Platform is created.

2. Functionality of the ASR Token

19 The ASR Token to be issued shall be required for the use of the ASURE Network, ASURE Blockchain or ASURE Platform, as well as for the interaction between participants on the ASURE Network, ASURE Blockchain or ASURE Platform. For more detailed information, see the "Asure TGE Token Information Paper".

3. Representations and Warranties of Contributor

20 The Contributor understands and accepts that the ASR Token does not represent or constitute any ownership right or stake, share or security or equivalent right in or relating to ASURE FOUNDATION, the ASURE Blockchain, the ASURE Network, the ASURE Blockchain, the ASURE Platform and/or any software, any public or private company, corporation, entity or property.

21 By contributing to ASURE FOUNDATION, and/or by receiving, using and holding of ASR Token, the Contributor represents and warrants that:

a. the Contributor is not a citizen or resident of a country, whose legislation conflicts with the present allocation of ASR and/or the purpose of the ASURE FOUNDATION in general;

b. Contributor understands that ASR are being sold pursuant to an exemption from registration under the U.S. Securities Act based in part on the Contributor's representations contained in this Agreement;

c. the Contributor understands that ASR have not been registered under the U.S. Securities Act or the securities laws of any state of the United States of America or any other applicable jurisdiction, and the Contributor hereby agrees not to make any offer, sale, pledge, transfer or other disposition of any portion of ASR, directly or indirectly, in or into the United States or to, or for the account or benefit of, any U.S. person;

d. the Contributor confirms not to be resident of, citizen of or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country sanctions or embargoes;

e. the Contributor confirms not being listed or being associated with any person or entity being listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations;

f. the Contributor has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and Ether (ETH), and blockchain-based software systems and intends to use ASR to participate in the ASURE Network, ASURE Blockchain or ASURE Platform;

g. the Contributor is legally permitted to receive and hold and make use of ASR in the Contributor's jurisdiction;

h. the Contributor is legally permitted to receive software and contributing to ASURE FOUNDATION;

i. the Contributor is of a sufficient age to legally obtain ASR;

j. the Contributor will take sole responsibility for any restrictions and risks associated with the receiving and holding of ASR;

k. the Contributor is not contributing to ASURE FOUNDATION to obtain ASR for the purpose of speculative investment;

l. the Contributor is not obtaining or using ASR for any illegal purposes;

m. the Contributor waives the right to participate in a class action lawsuit or a classwide arbitration against any entity or individual involved with the Contribution to ASURE FOUNDATION, with the allocation of ASR and with the operation of the ASURE Network, ASURE Blockchain or ASURE Platform;

n. the Contributor understands the Contribution to ASURE FOUNDATION and the allocation of ASR do not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

o. the Contributor understands and expressly accepts that there is no warranty whatsoever on ASR and/or the success of the ASURE Network, ASURE Blockchain or ASURE Platform, expressed or implied, to the extent permitted by law, and that ASR is created and obtained at the sole risk of the Contributor on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;

p. the Contributor understands and accepts that the Smart Contract System and/or underlying protocols and/or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.

q. the Contributor understands with regard to ASR no market liquidity may be guaranteed and that the value of ASR over time (if any) may experience extreme volatility or depreciate in full;

r. the Contributor understands that the Contributor bears the sole responsibility to determine if the Contribution to ASURE FOUNDATION, the allocation, use or ownership of ASR, the potential appreciation or depreciation in the value of ASR over time (if any), the sale and purchase of ASR and/or any other action or transaction related to the ASURE Network, ASURE Blockchain or ASURE Platform have tax implications; by contributing to ASURE FOUNDATION, and/or by receiving, using or holding ASR, and to the extent permitted by law, the Contributor agrees not to hold any associated party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the Contribution to ASURE FOUNDATION, the allocation, use or ownership of ASR or any other action or transaction related to the ASURE Network, ASURE Blockchain or ASURE Platform;

s. the Contributor is aware that the Contributor will not receive money or any other compensation for any ASR Token that is not sold, not used or

that remains unused. All public tokens that were not sold will be burned. Burn means it will be sent to an address without an available private key.

4. ASURE FOUNDATION Contribution Procedure

4.1. Qualification

22 Any contribution made to ASURE FOUNDATION during the Contribution Periods as described below is qualified as a non-refundable donation.

4.2. Contribution Periods

23 The start of the contribution periods will be announced by the ASURE FOUNDATION. The contribution periods will last each for a duration of four [4] weeks or until Contributions amounting to the Maximum Contribution Amount (see para. 25) have been made, whatever is earlier ("Contribution Periods"). The Contribution Periods are divided in a Pre-Sale Period ("Pre-Sale") and Main-Sale Period ("Main-Sale"). Pre-Sale and Main-Sale both have an individual and from one another independent contribution timeline, that will be announced by the ASURE FOUNDATION.

24 Contributions can only be made using Ether (ETH).

25 The Pre-Sale Period shall end automatically after USD 5 million [USD 5,000,000] have been reached pursuant to the conversion rate USD/ETH 24 hours before the start of the TGE, calculated by the ASURE FOUNDATION on a best effort basis ("Maximum Contribution Amount"). ASURE FOUNDATION has discretion to adjust the Maximum Contribution Amount prior to the TGE. The conversion rate USD/ETH will be communicated by a separate announcement as soon as it has been determined.

26 The Main-Sale Period shall end automatically after additional USD 35 million [USD 35,000,000] have been reached pursuant to the conversion rate USD/ETH 24 hours before the start of the Main-Sale Period, calculated by the ASURE FOUNDATION on a best effort basis ("Maximum Contribution Amount"). ASURE FOUNDATION has discretion to adjust the Maximum Contribution Amount prior to the TGE. The conversion rate USD/ETH will be communicated by a separate announcement as soon as it has been determined.

4.3. Smart Contract System and Contribution Procedure

27 In order to get their Ethereum addresses whitelisted and admitted to participate in the TGE, all Contributors must first register at https://asure.network and undergo a KYC process in which the Contributor's identity shall be verified. The registered Contributors can contribute up to a specific amount during the TGE. Registered Contributors may contribute up to the Maximum Contribution Amount. The registration process is designed for up to fifty thousand [50,000] registrations. ASURE

FOUNDATION cannot guarantee that registrations exceeding this amount can be accepted.

28 Contributions in ETH must be made directly to the smart contract system ("Smart Contract System", "SCS") provided by the ASURE FOUNDATION ("Smart Contract"). The technical details will be published in due time before the TGE.

29 For every successfully made Contribution in ETH, the corresponding amount in ASR shall be created and allocated by the Smart Contract System to the address used for the Contribution ("Contribution Wallet"). The conversion rate ETH/ASR will be communicated by a separate announcement as soon as it has been determined (see above para. 25). Contributor therefore shall assure to use a Contribution Wallet to which the Smart Contract System can send back ASR Tokens (e.g. not an address of a currency exchange like Poloniex, Coinbase, Bitfinex etc.). If the Contributor fails to do so, he will not gain access to the ASR created.

30 Any ETH Contribution to ASURE FOUNDATION without using the SCS will not lead to an allocation of ASR. ASURE FOUNDATION is aware that Contributors may be able to participate via exchangers and other intermediaries. For the sake of clarity, it has to be stated that ASURE FOUNDATION does not assume any responsibility arising from this relationship.

31 The information recorded by the SCS regarding the Contributions, especially source, amount, value and timing, will be used by the SCS in order to allocate ASR to the respective Contributor according to para. (28).

32 During the Contribution Periods, the ASURE FOUNDATION team (everyone involved with the execution of this Contribution process), may at any time stop the contribution function for security reasons. As long as such contribution freeze is upheld or if the Contribution Periods are aborted, no further Contribution will be possible. The Contribution Periods can be resumed by the ASURE FOUNDATION Team, as soon as it decides, according to its own discretion, that the security issues have been resolved.

4.4. ASR Allocation

33 The maximum amount of ASR Tokens created is 100,000,000 [100 million] (Total Token Supply, in the SCS: totalSupply). The allocation of ASR Tokens takes place as set forth below:

Pool A (Public Pre-Sale) consisting of a maximum of 10 [ten] % of the ASR Tokens, i.e. a maximum of ASR 10 million [ASR 10,000,000]. ASR Tokens of Pool A will be created and allocated to Contributors during the Pre-Sale TGE. ASR Tokens purchased during the Pre-Sale TGE will be purchased for a different price than in the Main-Sale TGE. The specific ETH conversioned price will be announced 24 hours before the start of each sale according to para. (25). Within the first 7 days after the start of the

Pre-Sale TGE, Contributors will receive a 50% price discount (e.g. 0,5 USD / ASR) in comparison to the general ASR price of 1,00 USD / ASR in ETH equivalent. Within the next 21 days, after the 7 days period, Contributors will receive a 25% price discount (e.g. 0,75 USD / ASR) in comparison to the general ASR price of 1,00 USD / ASR in ETH equivalent.

Pool B (Family and Friends) consisting of a maximum of 5 [five] % of the ASR Tokens, i.e. a maximum of ASR 5 million [ASR 5,000,000]. ASR Tokens of Pool B will be created during the Pre-Sale TGE and will be allocated to Pre-Investors.

Pool C (Bounty) consisting of a maximum of 5 [five] % of the ASR Tokens, i.e. a maximum of ASR 5 million [ASR 5,000,000]. ASR Tokens of Pool C will be created and allocated to participants of the bounty campaign during the Pre-Sale TGE and Main-Sale TGE.

Pool D (Public Main-Sale) consisting of a maximum of 35 [thirty-five] % of the ASR Tokens, i.e. a maximum of ASR 35 million [ASR 35,000,000]. ASR Tokens of Pool D will be created and allocated to Contributors during the Main-Sale TGE. ASR Tokens purchased during the Main-Sale TGE will be purchased for a different price than in the Pre-Sale TGE. The specific price will be announced 24 hours before the start of each sale according to para. (25). Within the first 7 days after the start of the Main-Sale TGE, Contributors will receive a 15% price discount (e.g. 0,85 USD / ASR) in comparison to the general ASR price of 1,00 USD / ASR in ETH equivalent.

Pool E (Foundation & Community) consisting of a maximum of 35 [thirty-five] % of the ASR Tokens, i.e. a maximum of ASR 35 million [ASR 35,000,000]. ASR Tokens of Pool E will be created during the Pre-Sale TGE and will be allocated to the ASURE FOUNDATION, to be used for future strategic plans for the created ecosystem, to fund platform, application or business development and building up the community, as remuneration for persons providing support during the TGE and as a reserve for the ASURE FOUNDATION.

Pool F (Team) consisting of a maximum of 8 [eight] % of the ASR Tokens, i.e. a maximum of ASR 8 million [ASR 8,000,000]. ASR Tokens of Pool F will be created during the Pre-Sale TGE and will be allocated to the team and further early supporters. The ASR Tokens allocated to the team will have a 12-month lock-up period.

Pool G (Advisors) consisting of a maximum of 2 [two] % of the ASR Tokens, i.e. a maximum of ASR 2 million [ASR 2,000,000]. ASR Tokens of Pool G will be created during the Pre-Sale TGE and will be allocated to the advisor team. The ASR Tokens allocated to the team will have a 12-month lock-up period.

33 Should a minimum contribution necessary for the planned development of the ASURE Network, ASURE Blockchain or ASURE Platform not be reached by the end of the Contribution Periods, ASURE FOUNDATION may in its own discretion decide to

amend and limit the intended activities. In such a case, there would be no refund of the Contribution.

34 Once ETH in the equivalent of USD 40 million [USD 40,000,000] have been contributed ("Maximum Contribution Amount"), the SCS shall automatically reject any further transfers.

5. ASURE FOUNDATION Project Execution

35 All Contributions made to ASURE FOUNDATION will be held for security reasons in a multisignature wallet, whose keys will be controlled by authorized officers of ASURE FOUNDATION or trusted third parties. All Contributions made to the SCS will be forwarded as donations to the ASURE Foundation.

36 The Contributor understands and accepts that he may not have any expectation of influence over governance on the ASURE FOUNDATION.

37 ASURE FOUNDATION has the right to engage subcontractors to perform the entire or partial development and execution of the ASURE Network, ASURE Blockchain or ASURE Platform.

38 The Contributor understands and accepts that the ASURE Network, ASURE Blockchain or ASURE Platform will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

6. Audit of the SCS

39 The SCS have been, on a reasonable effort basis, audited and approved by technical experts with regard to their functionality. The technical experts have further confirmed that the SCS have, with regard to both accuracy and security, been programmed according to the current state of the art.

40 However, the Contributor understands and accepts that the used software and technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the Contributor understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the SCS are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH and/or ASR.

7. Risks

41 The Contributor understands and accepts the risks in connection with the Contribution to ASURE FOUNDATION, and/or with the allocation, use and ownership

of ASR, as exemplary set forth above and hereinafter. In particular, but not concluding, the Contributor understands the inherent risks listed hereinafter:

· **Risk of software weaknesses**: The Contributor understands and accepts that the underlying software application and software platform, the ASURE Network, the ASURE Blockchain, the ASURE Platform, the Contribution Software, the SCS and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, why there is no warranty that the process for receiving, use and ownership of ASR will be uninterrupted or error-free and why there is an inherent risk that the software and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ASR.

· **Regulatory risk**: The Contributor understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the SCS and which may, inter alia, result in substantial modifications of the ASURE Network, ASURE Blockchain or ASURE Platform, including its termination and the loss of ASR for the Contributor.

· **Risk of abandonment / lack of success**: The Contributor understands and accepts that the allocation of the ASR and the development of the ASURE Network, ASURE Blockchain or ASURE Platform may be abandoned for a number of reasons, including lack of interest from industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Contributor therefore understands that there is no assurance that, even if the ASURE Network, ASURE Blockchain or ASURE Platform are partially or fully developed and launched, the Contributor will receive any functionality through the ASR held by him.

· **Risk associated with other applications**: The Contributor understands and accepts that the ASURE Network, ASURE Blockchain or ASURE Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which ASR will have no intrinsic value.

· **Risk of loss of private key**: ASR may only be accessed using a private key that corresponds to the address at which it is stored. Contributor understands and accepts that if his private key, or the "seed" used to create his address and corresponding private key got lost or stolen, the obtained ASR associated with the Contributor's address will be unrecoverable and will be permanently lost.

· **Risk of theft:** The Contributor understands and accepts that the underlying software application and software platform, the ASURE Network, ASURE Blockchain, ASURE Platform, the Contribution Software, the SCS, other involved software, other technology components and/or platforms may be exposed to attacks by hackers

or other individuals that could result in theft or loss of ASR, or the theft or loss of Contributions, impacting the ability to develop and launch the ASURE Network, ASURE Blockchain or ASURE Platform.

· **Risk of blockchain mining attacks:** The Contributor understands and accepts that, as with other public blockchain based systems that depend upon independent miners, the ASURE Network, ASURE Blockchain or ASURE Platform may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the ASURE Network, ASURE Blockchain or ASURE Platform, expected proper execution and sequencing of ASR transactions, and expected proper execution and sequencing of software computations.

· **Risk of governance attacks and failure:** The Contributor understands and accepts that the ASURE Network, ASURE Blockchain or ASURE Platform may use an in-built decentralized governance system ("Governance System"). For these reasons, it is possible that the Governance System adopts proposals that have an adverse effect on the useful functioning of the ASURE Network, ASURE Blockchain, ASURE Platform and/or the value of ASR. If the Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes unwise decisions, the value of ASR held by a Contributor might be greatly reduced or even permanently lost.

8.   Possible Migration of Tokens

42 ASR Tokens are being created as ERC20 tokens on the Ethereum protocol. The ASURE FOUNDATION reserves the right to migrate the ERC20-based ASR Tokens ("Pre-existing Tokens") to another protocol and to generate replacement Tokens ("Replacement Tokens") on the new protocol in the future, should the ASURE FOUNDATION determine, in its sole discretion, that doing so is necessary or useful to the operation of the project.

43 The Contributor understands and accepts that due to the migration to another protocol the ASURE FOUNDATION, ASURE Network, ASURE Blockchain, ASURE Platform, or any other party may no longer provide support for the Pre-existing Tokens relating to any operational matters, except with respect to the migration process.

44 The Contributor understands and accepts that although the ASURE FOUNDATION does not at this time anticipate that it will require any holder of Pre-existing Tokens to convert their Pre-existing Tokens to Replacement Tokens, the ASURE FOUNDATION anticipates there will be significant incentives for holders of Pre-existing tokens to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the

Replacement Tokens are created and are in use by a significant portion of ASURE Network, ASURE Blockchain or ASURE Platform participants.

45 The Contributor further understands and accepts that in order to continue to participate on the ASURE Network, ASURE Blockchain or ASURE Platform or obtain utility from the Replacement Tokens the contributor may need to convert the Pre-existing Tokens to Replacement Tokens in the future.

9.   Taxation

46 The Contributor bears the sole responsibility to determine if his Contribution to ASURE FOUNDATION, the allocation, use or ownership of ASR, the potential appreciation or depreciation in the value of ASR over time (if any), the sale and purchase of ASR and/or any other action or transaction related to the ASURE Network, ASURE Blockchain or ASURE Platform have tax implications for him.

47 By donating to ASURE FOUNDATION, and/or by receiving, using or holding ASR, and to the extent permitted by law, the Contributor agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the Contribution to ASURE FOUNDATION, the allocation, use or ownership of ASR or any other action or transaction related to the ASURE Network, ASURE Blockchain or ASURE Platform.

10.   No Liability

48 The Contributor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Contributor will not hold ASURE FOUNDATION, any developers, auditors, contractors or founders and/or the ASURE Network, ASURE Blockchain or ASURE Platform liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, the Contribution Software, the SCS, the ASR or the ASURE Network, ASURE Blockchain or ASURE Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Contribution Software, the SCS, the ASR or the ASURE Network, ASURE Blockchain or ASURE Platform shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Contribution Software, the SCS, the ASR, the ASURE Network, ASURE Blockchain or ASURE Platform.

49 The Contributor further specifically acknowledges that developers, auditors, contractors or founders of the Contribution Software, the SCS, the ASR, ASURE Network, ASURE Blockchain or ASURE Platform are not liable, and the Contributor agrees not to seek to hold them liable, for the conduct of third parties, including other creators of ASR, and that the risk of creating, holding and using ASR rests entirely with the Contributor.

50 By receiving, holding or using ASR, and to the extent permitted by law, the Contributor agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the allocation, ownership or use of ASR or any other action or transaction related to the ASURE Network, ASURE Blockchain or ASURE Platform.

11.   Miscellaneous

51 The Contributor agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

52 The Contribution Software and the ASURE Network, ASURE Blockchain and ASURE Platform are located in Switzerland. Consequently, the contribution procedure, the ASR creation and ASR allocation is considered to be executed in Switzerland.

53 The Terms govern the Contributions to ASURE FOUNDATION, and the allocation, use and holding of ASR and supersede any public statements about the launch of ASURE Network, ASURE Blockchain or ASURE Platform and the ASR made by anyone in the past, present and future.

54 The applicable law is Swiss law. Any dispute arising out of or in connection with the creation of the ASR and the development and execution of the ASURE Network or ASURE Platform shall be exclusively and finally settled by the ordinary courts of the registered domicile of the defendant.

55 The ASURE FOUNDATION will act according to regulations and guidelines by the Swiss Financial Market Supervisory Authority (Eidgenössische Finanzmarktaufsicht, "FINMA"). Additional conditions potentially requested by FINMA may lead to an adjustment of these Terms.

February 15th, 2019