

# Quantum Terms of Token Sale

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of Quantum Tokens (“**QTM**”) during the QTM sale period (“**Sale Period**”) from Quantum Capital (“**Quantum Capital**”, “**Quantum**”, “**we**”, or “**us**”) is subject to these Terms of Sale (“**Terms**”). Each you and Quantum is a “**Party**”, and together the “**Parties**”.

***Restrictions:** Participants cannot purchase QTM if there are applicable legal restrictions in their country of residence. Participants may be restricted by their jurisdictions from participating in token sales. The Website and QTM are only intended for sale to Participants who may lawfully offered QTM for sale. Quantum will ask all prospective Participants to certify that they are not residents of our Restricted Jurisdictions. If any persons from a Restricted Jurisdiction are found to have contributed, their contribution will be refunded immediately.*

By purchasing QTM from us during the Sale Period and/or using QTM in connection with the Platform (as defined below), you are bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [ir@qcafund.com](mailto:ir@qcafund.com). You and Quantum agree as follows:

## **1. Purpose and Use of QTM tokens**

Quantum is intended to be implemented as a decentralized, smart contract powered, crowdsourced venture capital platform that will allow for investments into startup companies and other later stage investments by average individuals, as facilitated through a decentralized platform that Quantum and its affiliates are developing (the “**Platform**”). Important additional details regarding the Services and Platform are provided in **Annex A**.

### **1. General Terms**

- 1.1. The terms of this TTS (the “**Terms**”) set forth the general rules and procedure of the Token Sale by Quantum, as well as their purchase by Participants.
- 1.2. These Terms, including any Annex to this TTS, constitute a binding agreement between Quantum and Participants accessing the Website and/or providing payments to Quantum in connection with the Project

and participating in the Token Sale. The contents of the Website and websites accessible from hyperlinks on the Website, do not form an integral part of these Terms unless stated explicitly.

- 1.3. These Terms should be read carefully by each Participant. Each Participant must understand, irrevocably accept, and comply with these Terms at all times.
- 1.4. The cryptographic tokens referred to in these Terms are QTM. QTM are tokens existent on the Ethereum blockchain that can enable usage of, and interactions with Quantum, and the Project.
- 1.5. These Terms provide certain information with regards to purchasing and using QTM.
- 1.6. These Terms do not purport to contain all information relating to QTM. In particular, they are not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to purchase QTM, and must not be considered as providing complete information in relation to such a decision.

**BY USING THE WEBSITE AND/OR PURCHASING QTM, YOU AGREE TO THESE TERMS IN THEIR ENTIRETY.**

**IT IS UNDERSTOOD AND PRESUMED THAT BY THE FACTS OF USE OF THE WEBSITE AND PURCHASE OF QTM, THE RESPECTIVE PARTICIPANT HAS FULLY READ, UNDERSTOOD, AND IRREVOCABLY ACCEPTED THESE TERMS. IF ANY PARTICIPANT DOES NOT AGREE WITH THESE TERMS IN GENERAL OR ANY PART OF IT, SUCH USER SHOULD ENTIRELY WITHHOLD FROM USING THE WEBSITE AND/OR PURCHASING QTM.**

**IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR ANY INFORMATION, LINK OR CONTENT CONTAINED ON THE WEBSITE AND DO NOT PARTICIPATE IN THE TOKEN SALE.**

**YOUR TRANSFER OF CRYPTOCURRENCIES TO QUANTUM OR YOUR ACCESS TO AND USE OF THE WEBSITE CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY EACH AND EVERY RULE AND PROVISION OF THESE TERMS, INCLUDING OUR PRIVACY POLICY THAT IS HEREBY INCORPORATED IN THESE TERMS BY REFERENCE. IF YOU ARE USING THE WEBSITE ON BEHALF OF YOUR ORGANISATION, THAT ORGANISATION ACCEPTS THESE TERMS.**

**NOTE THAT THESE TERMS HAVE NOT YET BEEN APPROVED BY ANY**

REGULATOR, COMPETENT AUTHORITY, OR AUTHORISED PERSON IN GENERAL, AND SPECIFICALLY NOT WITHIN THE MEANING OF A COMPETENT AUTHORITY ACCORDING TO EU LAW. THEREFORE, RELYING ON THIS DOCUMENT FOR THE PURPOSE OF PURCHASING QTM MAY EXPOSE YOU TO A SIGNIFICANT RISK OF LOSS OF ALL ASSETS. ONLY RISK CAPITAL THAT YOUR CAN AFFORD TO RISK.

## **2. Representations and Warranties**

2.1 By purchasing QTM, the contributor represents and warrants that he/she:

- understands that Token Sale shall take place on the Website;
- has read and understood the terms of this TTS (including the risk factors set out in Annex A of this TTS, and accompanying Quantum documents);
- understands that the content of the Whitepaper, the Website, including blog, social media and any press release or article regarding Quantum or QTM or public statements, are nonbinding, and are subject to change by Quantum at its sole discretion. They are not part of these Terms, and must not be held as modifying or amending them in any way;
- understands and accepts that the development and execution of the Project is solely and exclusively of the competence of Quantum, and Quantum shall be free to decide on the way of its development and execution at its sole discretion;
- understands and accepts that the scope of the development QTM will be dependent on, and triggered by, the amount contributed and raised in the Token Sale;
- understands and acknowledges that the Project is in development, and may need to go through substantial development; so the Project may have to undergo conceptual, technical, legal, and commercial changes before release at the sole discretion of Quantum;
- has the necessary authority and consent to accept this Agreement, to enter into a binding agreement with Quantum, and to perform the obligations set out herein;
- understands that the purchase of QTM is not a purchase of equity, asset, bond, security, derivative, or debt from Quantum or any other associated entities;
- acknowledges that QTM is a financial or securities instrument and that it is made to represent a limited partnership share for mere participatory access and involvement in the Quantum Venture Fund;
- acknowledges that QTM is issued at the sole discretion of Quantum on submission of requisite payment, completion of identification procedures, submission of necessary documents (that made be required on purchase of

QTM, or from time to time, dependent on regulatory requirements that may fall upon Quantum to be compliant with, including but not limited to legislation and regulations, and know your client procedures required by exchanges, markets, or by any other Quantum partners);

- has an understanding of the functionality, usage, storage, transmission mechanisms, and intricacies of cryptographic tokens, digital token wallets, and blockchain-based software systems;
- has obtained sufficient understanding about the future use, and functionality of Quantum and QTM to make an informed decision to purchase QTM pursuant to this TTS;
- is not prevented by legislation and/or regulations from purchasing, and is otherwise legally permitted to purchase, QTM in the contributor's jurisdiction;
- is of a sufficient age to purchase QTM legally in whichever jurisdiction he/she is domiciled;
- if he/she purchases QTM for or on behalf of an entity or person, he/she is authorized to accept this TTS and enter into a binding agreement with Quantum on such entity's or person's behalf;
- if he/she makes a purchase of QTM for or on behalf of an entity, such entity is duly incorporated, registered, and validly existing under the applicable laws of the jurisdiction in which the entity is established, and is legally permitted to purchase QTM in that jurisdiction;
- will have to take full responsibility for any restrictions and risks associated with the purchase of QTM as set out more fully in Annex A of this TTS;
- is not purchasing QTM for the purpose of speculative investment, and will only risk the amount of capital they can afford to lose if Quantum or QTM is exposed negatively to any of the risks outlined in Annex A.

## 2.2 The contributor understands, acknowledges and agrees that:

- A. to the fullest extent permitted by law, Quantum provides no warranties hereunder, of whatsoever nature, whether express or implied, and that QTM are purchased on an "as is" basis;
- B. he/she accepts sole risk for the purchase of QTM, the creation and issue of QTM, and the development and deployment of the Quantum Platform carries financial, regulatory and reputational risks, including but not limited to those set out in Annex A of this TTS, and that he/she accepts and assumes the sole risk for the purchase of Quantum;
- C. the Quantum online services, software solutions and Websites including, but not limited to, the Project, are currently being developed and may undergo significant changes before final release, or may not have a final release;

D. while Quantum will make reasonable efforts to continue to develop the features of its software, it is possible that there may never be an operational and completed Project with the desired features. It is also possible that, even if Quantum releases a desired version of the Project, due to a lack of public interest in decentralized applications the Quantum Platform could be suspended/terminated.

### **3. Pre-ICO Purchases**

- 3.1. At any time prior to QTM being made generally available to the public for purchase via an ICO, Quantum may, at its sole discretion, sell a pre-allocation of QTM, and/or a substitute token, to any number of contributors in a private placement (“**Pre-ICO Purchase**”). Proceeds of Pre-ICO Purchases are not considered ICO proceeds of sale pursuant to clause 3 and, as such, the entirety of the proceeds of Pre-ICO Purchases may be deployed by Quantum to cover Operating Costs, as it sees fit.
- 3.2. The amount of Pre-ICO Purchases available will be limited (“**Pre-ICO Cap**”). Once the Pre-ICO Cap has been surpassed, any additional contributor contributions made prior to the ICO will be considered to be ICO contributions, subject to the normal ICO terms, and not Pre-ICO Purchases for the purposes of this clause 3, unless specifically stated to the contrary by Quantum.
- 3.3. The Token Sale of QTM will be denominated in ETH and converted into fiat currency, as needed. The value of ETH may fluctuate, and Quantum and Quantum may not be able to develop or maintain its software as intended should such fluctuations detrimentally and materially affect the value of ETH.

### **4. Quantum ICO and Pricing**

- 4.1. The Quantum ICO is to be run at the sole discretion of Quantum, between such dates as may be published on the Quantum website from time to time. Quantum reserves the right to change the dates of any QTM sale period for any reason whatsoever.
- 4.2. The standard price of QTM in its ICO “**Crowdsale**” is 0.0030 ETH per token.
- 4.3. Discounts. There is a discount system created by Quantum team, which will provide Contributors QTM tokens in more preferable terms.

<b>Token Sale #1</b>	<b>Token Sale #2</b>	<b>Token Sale #3</b>	<b>Token Sale #4</b>
60% discount	50% discount	40% discount	30% discount
starts on July 15	starts on July 25	starts on August 9	starts on August 14
20,000,000 QTM tokens	20,000,000 QTM tokens	20,000,000 QTM tokens	Hard cap

4.4. The pre-ICO and Crowdsale sale and discount structures are also listed on the Token Sale page of the Website.

## **5. Purchase Procedure**

- 5.1. To make a Pre-ICO Purchase, or to purchase QTM during the ICO, the contributor must have previously created an account on the Website (“Registered Account”).
- 5.2. Having specified in ETH the amount of Pre-ICO Purchase, or QTM, that the contributor desires, he/she will be redirected to a third-party payment processor to complete the transaction. The contributor understands, acknowledges, and agrees that:
  - they alone are responsible for ensuring that they have specified the correct amount of ETH prior to completing the transaction;
  - none of the Quantum, or Quantum have any control or influence over, and does not represent or warrant as to the availability or functionality of, any third-party website, service or technology;
  - and none of the Quantum, or Quantum will be liable to the contributor for any losses suffered as a result of the contributor’s use and/or interaction with such a website, service or technology, howsoever caused.
- 5.3. There will be no distribution of QTM to any contributor during the ICO. As soon as reasonably practicable following the completion of the ICO, Quantum will create and associate with each Registered Account an QTM wallet, and any QTM to which the contributor may be entitled will be distributed to the contributor’s QTM wallet, and will be accessible to the contributor by logging in to his/her Registered Account. Quantum reserves the right to delay distribution of QTM for any reason whatsoever (including for Know Your Client check on Participants and their wallet addresses).

## **6. Security of Contributions**

- 6.1. Having purchased QTM, the contributor understands, acknowledges and agrees that:
- it is the contributor's sole responsibility for securing the electronic wallet, vault, or other storage mechanism You use to purchase QTM;
  - it is the contributor's sole responsibility to ensure that any electronic wallet which contains purchased QTM is sufficiently secured at all times;
  - in the event that the wallet is hosted by, or on behalf of, Quantum, any wallet backup files, keys, key files, passwords and/or seed words are lost or stolen, the purchased QTM associated with the affected purchase wallet may be unrecoverable, and contributor will not receive money or other compensation for any QTM purchased;
  - there is no Quantum controlled password recovery mechanism for lost wallet backup files, keys, key files, passwords and/or seed words and that Quantum will not be able to assist contributor in retrieving or reconstructing the same and/or otherwise provide the contributor with access to any purchased QTM;
  - Quantum shall not be responsible for any security measures relating to your receipt, possession, storage, transfer, or potential future use of QTM, nor shall we be under obligation to recover or return any Quantum, and we hereby exclude any and all liability for any security breaches or other acts or omissions which result in your loss of QTM during the Token Sale;
  - Quantum does not guarantee the continued or eventual availability of the Quantum Platform; and QTM may become unusable for any purpose desired by the contributor at the time of purchase.

## **7. Quantum and Rights of QTM Holders**

- 7.1. Any software developed by Quantum or by Quantum, whether or not developed using the proceeds of sale of QTM, may give rise to other software solutions, netQTMs, products and/or services which may have their own membership and/or participation criteria and neither the contributor, nor any other QTM holder, will be entitled to participate or interact with such software solutions, netQTMs, products and/or services, by simple virtue of the fact that they are, or have previously been, a holder of QTM.
- 7.2. Ownership of QTM tokens do not carry any rights, express or implied, other than the right to use QTM as a means to obtain Services, and to

enable usage of and interaction with the Platform, if successfully completed and deployed. In particular, you understand and accept QTM do not represent or confer any ownership right, stake, share, 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 Platform and/or Quantum and its corporate affiliates, other than rights relating to the receipt of Services and use of the Platform, subject to limitations and conditions in these Terms. QTM tokens are not intended to be a digital currency, security, commodity, or any other kind of financial instrument.

- 7.3. Contributor understands, acknowledges, and agrees that QTM 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 Quantum and Quantum or the Quantum Platform, other than access to the Quantum Platform subject to such terms of use as may apply from time to time.
- 7.4. QTM is not intended to be a digital currency, security, commodity or any other kind of financial instrument. QTM is a utility token. Furthermore, Quantum is not intended to be marketed, offered for sale, purchased, sold or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.
- 7.5. The purchase price of QTM is exclusive of all applicable taxes. The contributor acknowledges and agrees that he/she is responsible for:
  - determining what, if any, taxes apply to the purchase of QTM, including, for example, sales, use, value added, and similar taxes; and
  - withholding, collecting, reporting and remitting the correct taxes to the appropriate tax authorities.
- 7.6. Quantum is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the contributor's purchase and/or use of QTM.
- 7.7. The contributor understands, acknowledges, and agrees that, the regulatory status of cryptographic tokens and distributed ledger technology is neither settled, nor clear, in many jurisdictions. There can be no assurance that laws and regulations will not be promulgated in various jurisdictions that might adversely impact the operations of Quantum, the Quantum Platform developed and/or QTM.
- 7.8. Operations of Quantum, its platform, systems, and netQTMs, together with QTM and its associated netQTMs, are subject to attacks by



hackers or miners in the course of validating transactions on the Ethereum blockchain. Because much of Quantum's software is based on open-source software, there is a risk that a third party may introduce a weakness to the core infrastructure of the same, or that such a weakness may already exist, whether or not known.

## **8. Know Your Customer**

- 8.1. It is Quantum's policy that We encourage all Participants to complete our Know Your Customer ("KYC") verification procedure whatever the level of your contribution in our pre-sale or Crowdsale.
- 8.2. All Participants must cooperate for the KYC process according to provisions relating to the prevention of KYC checks. All Participants give permission to Quantum to undertake any measures required to satisfy our duty to undertake KYC checks.
- 8.3. Quantum reserves the right to conduct KYC checks on you, if deemed necessary, or you meet our policy thresholds, or it becomes required by the applicable laws, or in the case that one of our partners requires it to undertake a service for the benefit of Quantum and Participants for the Project. You agree to fully cooperate with any third party engaged by Quantum to conduct our KYC checks by whatever means they may be conducted. You agree to provide correct and accurate information to any third party engaged for these purposes.
- 8.4. Quantum's KYC policy aim to check each Participant against government watch lists, including but not limited to, the specifically designated nationals and blocked persons, and including contributions from high risk jurisdictions. On request by Quantum, contributor shall immediately provide to Quantum information and documents that Quantum, in its sole discretion, deems necessary or appropriate to conduct KYC checks. Such documents may include, but are not limited to, driver's licence, utility bill, photograph of associated individuals, government identification card or sworn statement. Quantum may, in its sole discretion, refuse to distribute QTM to contributor until such requested information is provided.
- 8.5. Each Participant hereby undertakes to provide valid proof concerning the legality of his/her/its proceeds used to purchase QTM upon Quantum's request or the request of bank institutions or government authorities.
- 8.6. Each Participant acknowledges and agrees that Quantum shall not be held liable for any false or misleading information that you communicate to Quantum or to its third-parties engaged, and you shall

fully indemnify Quantum and its directors in the event of any claim, loss, or damage (including reputational damage) in relation to a breach of applicable and KYC regulations.

## **9. Limitations on Liability**

- 9.1. THE CONTRIBUTOR ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE CONTRIBUTOR WILL NOT HOLD ANY OF QUANTUM, AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, ATTORNEYS, ACCOUNTANTS, FINANCIAL ADVISORS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (“QUANTUM PARTIES”) LIABLE FOR ANY DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, QUANTUM, QUANTUM PLATFORM OR ANY ASSOCIATED SOFTWARE OR PLATFORM UNDER ANY CAUSE OF 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 NONE OF THE QUANTUM PARTIES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE, QTM.
- 9.2. THE CONTRIBUTOR FURTHER SPECIFICALLY ACKNOWLEDGES THAT QUANTUM PARTIES ARE NOT LIABLE, AND THE CONTRIBUTOR AGREES NOT TO SEEK TO HOLD ANY OF THE QUANTUM PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER CONTRIBUTORS OF QTM AND ANY THIRD-PARTY INTERMEDIARY USED IN FACILITATING THE QUANTUM SALE, AND THAT THE RISK OF PURCHASING AND USING QTM RESTS ENTIRELY WITH THE CONTRIBUTOR.
- 9.3. TO THE EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE QUANTUM PARTIES BE LIABLE TO ANY CONTRIBUTOR OF QUANTUM FOR THE PURCHASE OF QUANTUM.

## **10. Entire Agreement**

- 10.1. This TTS sets out the entire agreement and understanding between Quantum and the contributor as to the Token Sale and supersedes any and all public statements about Quantum and the sale of QTM made by any third party, Quantum or any individuals associated with any Quantum Parties, past, present and future.
- 10.2. Quantum reserves the right, at its discretion, to vary, change, modify, add to or remove any term or provision of this TTS, at any time, promptly upon posting the amended agreement on its website. Any contributor will be deemed to have accepted such changes by subsequently purchasing QTM.
- 10.3. In the event that the contributor does not agree to any provision or term of the applicable QTM TTS from time to time, he/she should not purchase QTM.

## **Annex A Certain Risks Relating to Purchase, Sale, and Use of QTM**

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

### **1. *Risk of Hacking and Security Weaknesses***

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

Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Quantum Capital team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Quantum and QTM, including QTM's utility for obtaining Services.

### **2. *Risk of Mining Attacks***

As with other decentralized cryptographic tokens based on the Ethereum protocol, QTM are susceptible to attacks by miners in the course of validating QTM 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 Quantum Platform and QTM, including, but not limited to, accurate execution and recording of transactions involving QTM.

### **3. *Risks Associated with the Ethereum Protocol***

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

### **4. *Risks Arising from Taxation***

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

### **5. *Risks Associated with Uncertain Regulations and Enforcement Actions***

The regulatory status of QTM 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. Regulatory actions could negatively impact the Quantum Platform and QTM in various ways, including, for purposes of illustration only, through a determination that QTM are a regulated financial instrument that require registration or licensing. Quant Index 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.

**6. *Risk of Losing Access to QTM Due to Loss of Private Key(s), Custodial Error, or contributor Error***

A private key, or a combination of private keys, is necessary to control and dispose of QTM stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing QTM will result in loss of such QTM. 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 QTM. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store QTM, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your QTM.

**7. *Risks Associated with the Development and Maintenance of the Platform***

The Platform is still under development and may undergo significant changes over time. This could create the risk that QTM or the Quantum Platform, as further developed and maintained, may not meet your expectations at the time of purchasing QTM. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of QTM, including its utility for obtaining Services.

**8. *Risk of Insufficient Interest in the Platform or Applications*** It is possible that the Platform will not be used by a big number of people, companies, and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Quantum Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of QTM, including its utility for obtaining Services.

**9. *Risks Associated with Markets for QTM***

QTM are intended to be used solely on the Platform, and Quant Index will not support or otherwise facilitate any secondary trading or external valuation of QTM.

This restricts the contemplated avenues for using QTM to obtain Services or access the Platform, and could therefore create illiquidity risk with respect to QTM you hold. Even if secondary trading of QTM 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.

#### **10. *Risk of Dissolution of Quantum***

It is possible, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ethereum (or other cryptocurrencies), decrease in QTM's utility (including its utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate.