

MITHRIL ORE CORPORATION LIMITED

TERMS OF TOKEN SALE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 14 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. **IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.**

Your purchase of Mithril Ore Tokens (“MORE”) during the MORE sale period (“Sale Period”) from Mithril Ore Corporation Limited (“Company,” “we,” or “us”) is subject to these Terms of Sale (“Terms”).

Each of you and Company is a “Party,” and together the “Parties.”

By purchasing MORE from us during the Sale Period and/or using MORE in connection with the Platform (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at contactus@mithrilore.io

You and Company agree as follows

1. Purpose and Use of MORE in Connection with the Platform

MORE tokens are intended to be used as an advanced mining utility token (“Services”). Important additional details regarding the MORE tokens, services, use cases, and platform are provided in the downloadable Whitepaper provided on the website mithrilore.io.

Ownership of MORE tokens carries no rights, express or implied, other than the right to use MORE as a means to obtain Services, and to enable usage of and interaction with the Platform, when it is successfully completed and deployed. In particular, you understand and accept that MORE tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Platform, and/or Company 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 and applicable Platform Terms and Policies (as defined below). MORE tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

MORE tokens are advanced mining utility tokens. The purpose of the MORE is to allow token holders the opportunity to participate in proof of stake mining, which would not otherwise be available to said token holder. By purchasing MORE token(s), you are opting to stake your Ethereum for purposes of the advanced mining utility that the MORE token offers. In exchange for a small fee¹ derived from the Ethereum used to purchase the MORE token(s), you receive MORE token(s) and your Ethereum is then staked. While it is staked, the Company neither owns, moves, nor manages your Ethereum. The MORE token serves one simple purpose, access to the

¹ Staking Fee set forth on Appendix A.

benefits of Proof of Stake mining. Your MORE token(s) uses the decentralized blockchain for smart contracts and to associate staked Ethereum to the MORE token holder. In other words, your MORE token is the key to your staked Ethereum.

2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of MORE tokens from us during the Sale Period.

The use of MORE tokens in connection with the Services or Platform may be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”). Any Platform Terms and Policies we promote will be available at mithrilore.io. We may add terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of MORE tokens in connection with the Services or Platform.

3. Cancellation; Refusal of Purchase Requests

Your purchase of MORE tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel MORE token purchase requests at any time in our sole discretion.

4. MORE Sale Procedures and Specifications

Important information about the procedures and material specifications of our MORE token sale is provided in at mithrilore.io and the downloadable Whitepaper available on the website, including, but not limited to, details regarding the timing and pricing of the MORE token sale, the amount of MORE tokens we will sell, and our anticipated distribution of the MORE tokens. By purchasing MORE tokens you acknowledge that you understand and have no objection to these procedures and material specifications.

The token sale shall terminate (1) two weeks following launch of the Casper Upgrade, or (2) when the crowd sale hard-cap has been reached (46,500 Ether) (hereinafter collectively referred to as the “Termination Events”), whichever comes first. The crowd sale soft-cap is 1,500 Ether. Failure to reach soft-cap will result in return of all funds to the public Ethereum addresses from which they came.

In the event the token sale termination is triggered by the Casper Upgrade, any remaining unsold tokens will be “Air-Dropped” based on a token snapshot at the close of the token sale. Remaining, unsold tokens shall be distributed in proportion the tokens held by MORE token holders.

Subject to the above Termination Events, the token sale shall continue a rolling basis, in that the market may be established while the tokens are still being sold and purchased. Tokens may be listed during this time on a digital market. None of the unpurchased tokens (available only through mithrilore.io) will be made available on the digital marketplace during the crowd sale. Only distributed tokens from token holders can be listed on the digital market, at the token holder’s discretion.

5. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing MORE tokens, holding MORE tokens, and using MORE tokens in connection with the Services and Platform. If you have any questions regarding these risks, please contact us at contactus@mithrilore.io. **BY PURCHASING MORE, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

6. Security

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

7. Personal Information

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

8. Taxes

The fee that you pay for MORE tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of MORE tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of MORE tokens.

9. Representations and Warranties

By transferring payment to us to purchase MORE tokens from us, you represent and warrant that:

- a. You have read and understand these Terms (including all Appendices);
- b. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing MORE tokens;
- c. You have obtained sufficient information about MORE tokens to make an informed decision to purchase MORE tokens;
- d. You understand, acknowledge and assume the risks associated with the purchase, holding and use of MORE tokens in connection with the Services and Platform;
- e. You understand that MORE tokens confer only the right to receive Services and to access the Platform, and confer no other rights of any form with respect to the Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution,

redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

- f. You are purchasing MORE tokens solely for the purpose of staking your Ethereum, accessing the Platform, and supporting the development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the Company and the Platform. You are not purchasing MORE tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;
- g. Your purchase of MORE tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing MORE tokens, using MORE tokens, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- h. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of MORE tokens;
- i. If you are purchasing MORE tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- j. By purchasing MORE tokens, you are declaring and certifying that you are not a consumer within the meaning of the directive 2011/83/EU on consumer rights and equivalent texts in your jurisdiction.
- k. You are also certifying that you are not a "U. S. person" within the meaning of regulation S of the U.S. Securities Act of 1933; nor a citizen of the People's Republic of China, South Korea, or any other country not specifically identified herein that prohibits your participation in this ICO.
- l. By purchasing MORE tokens, you are certifying that you are acting in a professional capacity.
- m. The MORE token sale does not constitute an offer of securities or a promotion, invitation, or solicitation for investment purposes. The terms of the contribution are therefore not intended to be a financial services offering document or a prospectus. The token offering involves and relates to the development and use of advanced mining practices and experimental technologies. The purchase of tokens represents a high risk to any contributor. Tokens do not represent equity, shares, units, royalties or rights to capital, profit, or income in the network or in the entity that issues tokens or any other company or intellectual property associated with the network or any other public or private enterprise, corporation, foundation or other entity in any jurisdiction.
- n. By purchasing MORE tokens, you are agreeing to participate in proof of stake, the advanced mining utility of the Casper Upgrade using the Ethereum you deploy to participate in proof of stake mining. The Company does not own, invest, transfer, or otherwise manage any of the Ethereum used for purposes of staking. Management of Ethereum used for purposes of proof of stake is owned and controlled by the token holder, who agrees to participate in advanced staking by purchasing MORE tokens for a term of at least two years.
- o. You understand that by participating in the MORE token sale, you are agreeing to participate in proof of stake mining, the purpose for which operates to generate Ethereum

through the proof of stake mining process. Said Ethereum is personal property and is therefore incapable of generating a profit as a result of its proof of stake mining function. Staking of Ethereum under the proof of stake model serves to generate Ethereum, which will accrue as a function of the staking. Your MORE token is proof of your participation and the key to access your staked Ethereum.

- p. You understand that by purchasing MORE tokens there is no promise or warranty of profits or income. Any Ethereum generated through staking does not equate to profit, income, or any increase in monetary value. Ethereum proof of stake mining generates Ethereum, which does not amount to either profits or income.
- q. You further understand that profits and/or losses could potentially come from buying, selling, trading, and/or transferring of MORE tokens, the value of which is based on the fair market value of the MORE token. However, you certify your understanding that no such profits or losses are generated by or relate to the proof of staking function of the MORE token.

10. Indemnification

- a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of MORE tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

11. Disclaimers

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

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

12. Limitation of Liability

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

(B) THE LIMITATIONS SET FORTH IN SECTION 12(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

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

13. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

14. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of MORE from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at mithrilore.io and update the “Last Updated” date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing MORE tokens from us does not create any form of partnership, joint venture or any other similar

relationship between you and us. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

Appendix A

STAKING FEE SCALE

MORE token holders holding less than 1000 MORE tokens at the time of distribution is 2 babbages per Ethereum.

MORE token holders holding more than 1000 MORE tokens is 1 cabbage per Ethereum.

Staking fee shall be determined as of date of token distribution.

Ethereum Denominations:

wei:	1	micro:	1.000.000.000.000
kwei:	1.000	finney:	1.000.000.000.000.000
ada:	1.000	milliether:	1.000.000.000.000.000
femtoether:	1.000	milli:	1.000.000.000.000.000
mwei:	1.000.000	ether:	1.000.000.000.000.000.000
babbage:	1.000.000	kether:	1.000.000.000.000.000.000.000
picoether:	1.000.000	grand:	1.000.000.000.000.000.000.000
gwei:	1.000.000.000	einstein:	1.000.000.000.000.000.000.000
shannon:	1.000.000.000	methether:	1.000.000.000.000.000.000.000.000
nanoether:	1.000.000.000	gether:	1.000.000.000.000.000.000.000.000.000
nano:	1.000.000.000	tether:	1.000.000.000.000.000.000.000.000.000.000
szabo:	1.000.000.000.000		
microether:	1.000.000.000.000		

APPENDIX B

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

Important Note: *As noted elsewhere in these Terms, the MORE tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Appendix B is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Appendix B, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.*

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

1. Risk of Losing Access to MORE 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 MORE tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing MORE tokens will result in loss of said MORE tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your MORE tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store MORE tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your MORE tokens. Additionally, your failure to follow precisely the procedures set forth in Section 4 of Exhibit B for buying and receiving MORE tokens, including, for instance, if you provide the wrong address for receiving MORE tokens, may result in the loss of your MORE tokens.

2. Risks Associated with the Ethereum Protocol

Because MORE tokens and the 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 MORE tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to MORE tokens and the Platform, including the utility of MORE tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

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

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or MORE 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 open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and MORE tokens, including MORE token's utility for obtaining Services.

5. Risks Associated with Markets for MORE Tokens

Third party exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, MORE 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 or private insurance arranged by us, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

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

8. Risks Arising from Taxation

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

9. Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the Services. The Platform may compete with these alternative platforms, which could negatively impact the Platform and MORE tokens, including MORE tokens' utility for obtaining Services.

10. 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 MORE token's advanced mining utility. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of MORE token, including its utility for obtaining Services, advanced mining, and creation and staking of Ethereum.

11. 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 other cryptographic and fiat currencies), decrease in MORE tokens' utility (including its utility for obtaining Services), the Platform may no longer be viable to operate and the Company may dissolve.

12. Unanticipated Risks

Cryptographic tokens such as MORE tokens are a new and untested technology. In addition to the risks identified herein, there are other risks associated with your purchase, holding and use of MORE tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed within this document.