

# HireMatch.io

## TERMS OF TOKEN SALE

**Last Updated: 19 September, 2017**

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 HireMatch Tokens ("**HIRE**") during the HIRE sale period ("**Sale Period**") from HireMatch.io ("**HireMatch.io**", "**HireMatch**", "**we**", or "**us**") is subject to these Terms of Sale ("**Terms**"). Each you and HireMatch is a "**Party**", and together the "**Parties**".

By purchasing HIRE from us during the Sale Period and/or using HIRE 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 [info@HireMatch.io](mailto:info@HireMatch.io)

You and HireMatch agree as follows:

### **1. Purpose and Use of HIRE tokens in Connection with the Platform**

HireMatch is intended to be used as a smart contract powered, decentralized, crowdsourced job marketplace platform that will eliminate the friction and costs of third party intermediaries such as expensive recruiters, when firms are searching for talent. (the "**Services**"), as facilitated through a decentralized platform that HireMatch and its affiliates are developing (the "**Platform**"). Important additional details regarding the Services and Platform are provided in **Exhibit A**.

Ownership of HIRE carries no rights, express or implied, other than the right to use HIRE 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 HIRE 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 HireMatch 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). HIRE are not intended to be a digital currency, security, commodity, or any other kind of financial instrument.

## 2. Scope of Terms

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

The use of HIRE 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 promulgate will be available at [www.HireMatch.io](http://www.HireMatch.io). We may add terms or policies to the Platform Terms and Policies at 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 HIRE in connection with the Services or Platform.

## 3. Cancellation; Refusal of Purchase Requests

Your purchase of HIRE from us during the Sale Period is final, and there are no refunds or cancellations except (a) if the Activation Threshold is not reached, pursuant to applicable procedures set forth in **Exhibit B**, or (b) as may be required by applicable law or regulation. We reserve the right to refuse or cancel HIRE purchase requests at any time at our sole discretion.

## 4. HIRE Sale Procedures and Specifications

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

## 5. Acknowledgment and Assumption of Risks

You acknowledge and agree there are risks associated with purchasing HIRE, holding HIRE, and using HIRE in connection with the Services and Platform, as disclosed and explained in **Exhibit C**. If you have any questions regarding these risks, please contact us at [info@hirematch.io](mailto:info@hirematch.io). BY PURCHASING HIRE, 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 HIRE 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 HIRE. We are not responsible for any such losses.

## 7. Personal Information

We may determine, at our sole discretion, that it is necessary to obtain certain information about you, including, but not limited to, instances where we must obtain certain information to comply with applicable law or regulation in connection with selling HIRE to you. You agree to provide us such information promptly upon request, and you acknowledge we may refuse to sell HIRE to you unless or until you provide such requested information, and we have determined it is permissible to sell you HIRE under applicable law or regulation.

## 8. Taxes

The purchase price you pay for HIRE is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of HIRE, 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 HIRE.

## 9. Representations and Warranties

By transferring Ether to the smart contract system ("**Smart Contract System**," as explained in **Exhibit B**) to purchase HIRE from us, you represent and warrant that:

- (a) You have read and understand these Terms (including all Exhibits);
- (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 HIRE;

(c) You have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth in **Exhibit B** and fully understand and accept the functions implemented therein;

(d) You have obtained sufficient information about HIRE to make an informed decision to purchase HIRE;

(e) You understand the restrictions and risks associated with the creation of HIRE by the Smart Contract System as set forth herein, and acknowledge and assume all such risks;

(f) You understand, acknowledge, and assume the risks associated with the purchase, holding, and use of HIRE in connection with the Services and Platform, as explained and disclosed in Section 5 and **Exhibit C**;

(g) You understand HIRE 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 HireMatch 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;

(h) You are purchasing HIRE solely for the purpose of receiving Services, accessing the Platform, and supporting the development, testing, deployment, and operation of the Platform, being aware of the commercial risks associated with the HireMatch and the Platform. You are not purchasing HIRE for any other purposes, including, but not limited to, any investment, speculative, or other financial purposes;

(i) Your purchase of HIRE 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 HIRE, using HIRE, 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;

(j) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of HIRE;

(k) If you are purchasing HIRE on behalf of any entity, you are authorized to accept these Terms on such entity's behalf, and 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). If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction

of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

(l) You are not residing or domiciled in Florida or purchasing HIRE from a location in Florida;

(m) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Services; and

(n) You understand and acknowledge that title to, and risk of loss of, HIRE you purchase from HireMatch and receive from the Smart Contract System passes from HireMatch to you in the State of Florida.

## **10. Indemnification**

(a) To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Quant Index Inc 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 "**HireMatch 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 HIRE, (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) Quant Index Inc reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and HireMatch.

## **11. Disclaimers**

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

Some jurisdictions do not allow the exclusion of certain warranties or a 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 FOUNDATION OR ANY OF THE FOUNDATION 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 HIRE 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 FOUNDATION AND THE FOUNDATION 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 HIRE, EXCEED THE AMOUNT YOU PAY TO US FOR HIRE.

(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 FOUNDATION.

(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. Release**

To the fullest extent permitted by applicable law, you release Quant Index Inc and the other Quant Index Inc Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

### **14. Dispute Resolution; Arbitration**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDING, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDING, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH FOUNDATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets, or patents, you and HireMatch(i) waive your and HireMatch’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Foundation’s respective rights to a jury trial. Instead, you and HireMatch will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions, or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and HireMatch, and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be

brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

**(c) Federal Arbitration Act.** The enforceability of this Section 14 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

**(d) Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so the Parties can attempt, in good faith, to resolve the Dispute informally. Notice to Quant Index shall be sent by e-mail to HireMatch at [info@hirematch.io](mailto:info@hirematch.io). Notice to you shall be sent by email to the then-current email address on your Account. Your notice must include (i) your name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief you are seeking. If you and Quant Index cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Quant Index may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.

**(e) Process.** Any arbitration will occur in Miami Dade County, Florida. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in Miami Dade County, Florida will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

**(f) Authority of Arbitrator.** As limited by the FAA, these Terms, and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

**(g) Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the [JAMS website](#). By agreeing to be bound by these Terms, you either (i)

acknowledge and agree you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS, and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) ***Severability of Dispute Resolution; Arbitration.*** If any term, clause, or provision of this Section 14 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Section 14 will remain valid and enforceable. Further, the waivers set forth in Section 14(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

## **15. Governing Law and Venue**

These Terms will be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising from or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) not subject to arbitration will be resolved in the courts of Boca Raton, Florida.

## **16. 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.

## **17. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your purchase of HIRE 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 [www.hirematch.io](http://www.hirematch.io) and update the “Last Updated” date above. We may also attempt to notify you through the HIRE website at [www.hirematch.io](http://www.hirematch.io). The amended Terms will be effective immediately upon posting. 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 HIRE from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in

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

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## **Exhibit A**

### **Description of Quant Index Inc, HireMatch, and HIRE**

#### ***1. Overview of HireMatch***

Quant Index Inc is an entity registered in the State of Florida. Quant Index will have primary responsibility for the provision of Services and for administering the development of certain aspects of the HireMatch. The Platform, including the HireMatch network and settlement system described below, was developed and is operated entirely by the Quant Index Inc. It is anticipated that in the future, HireMatch may form other corporate affiliates to which HireMatch may provide, or from which HireMatch may receive, certain administrative, technical, and development services in connection with the Services and Platform.

#### ***2. Overview of Current Platform***

The HireMatch Platform will decentralize the current employee recruitment ecosystem, by using and implementing this platform, agents will receive rewards in the form of HIRE tokens, giving power back to the people and away from large corporate job boards. Our ultimate goal isn't to compete directly other cryptocurrencies such as Bitcoin, but rather to provide a solution and support for the current woes in the job board and recruitment marketplace.

#### ***3. Development of Platform with HIRE Functionality and Services***

HIRE is based on the Ethereum protocol and conforms to the ERC20 standard. As a result of directly integrating HIRE and its functionality into the Platform, the Platform consists of (i) the HireMatch network, which provides for secure storage, access, and use of ePHI by network participants, and (ii) settlement of transactions among participants in the HireMatch network, each as facilitated by HIRE.

Further details regarding the Platform are described in “HireMatch: “Decentralized Job Marketplace”, also known as the HireMatch Whitepaper

(“**Whitepaper**”), available at: <http://www.hirematch.io/docs/hirematch-whitepaper.pdf>. The information contained in the Whitepaper and HireMatch’s website are of descriptive nature only, and do not, unless explicitly incorporated, form part of these Terms. Although Quant Index Inc intends to develop HireMatch in the manner generally described above, it reserves the right to modify features, functionalities, or development plans in its sole and absolute discretion.

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## **Exhibit B**

### **Token Sale Procedures and Specifications**

#### ***1. Total Number of HIRE to be Created and Sold***

HireMatch will create up to 100 million HIRE tokens with a pool of 22 million pre-allocated HIRE tokens to Quant Index (“**HireMatch HIRE**”) for certain uses as described in Section 5 below. A separate pool of up to 78 million HIRE will be created by HireMatch to purchasers during the Sale Period. All HIRE tokens will be of equal value and functionality.

#### ***2. Token Pre-Sale, Commencement, and Duration of Token Sale***

Quant Index will complete a HIRE token pre-sale, and will commence a public sale of HIRE during a sale period (“**Sale Period**”). The public sale of HIRE will begin at approximately 9:45 am PST on October 1, 2017 (“**Launch Date**”) and continue until either:

(a) 5,000 ETH has been received by Quant Index or (b) 11:59 pm, EST on February 15, 2018, whichever is earlier.

#### ***3. HIRE Price***

For the first seven days following the Launch Date, 1 ETH will purchase 2,100 HIRE tokens during this time period; for the remainder of the sale, approximately twenty-two days, 1 ETH will purchase 900 HIRE during this time period.

#### ***4. Procedures for Buying and Receiving HIRE***

In order to purchase HIRE during the Sale Period, and to receive the HIRE tokens you purchase, you must have an Ethereum wallet that supports the ERC20 token standard. Quant Index reserves the right to prescribe additional wallet requirements.

Prior to the Launch Date, Quant Index will publish an address for the HIRE sale via [www.HireMatch.io](http://www.HireMatch.io). To initiate a purchase of HIRE, you must send an amount of Ether to the Smart Contract System located on the Ethereum blockchain pursuant to the instructions at [www.hirematch.io](http://www.hirematch.io). This action triggers a smart contract operation, pursuant to which the Smart Contract System will automatically create and promptly deliver the corresponding HIRE tokens to the ERC20 wallet address from which the Ether were sent.

The Smart Contract System is deployed by Quant Index from Florida, USA and is programmed so all transactions it executes will be executed in Florida, USA. As such, title to, and risk of loss of, HIRE created and delivered by the Smart Contract System passes from Quant Index to purchasers in Florida.

#### ***5. Quant Index / HIRE***

Of the HireMatch tokens, 17 million HIRE will be used for compensating employees, contractors, Bounty and for other internal purposes in connection with the deployment and the development of the Platform.

The remaining 5 million HIRE tokens will be allocated to the HireMatch's founding team, subject to a twelve-month holding period, for the purpose of incentivizing the founding team to continue developing the Platform.

#### ***6. Use of Proceeds from HIRE Token Sale***

The Ether that Quant Index receives for HIRE sold to purchasers during the Sale Period, up to 80,000 ETH, will be used to compensate engineers, staff, and contractors, cover operating costs and marketing expenses, and to address other administrative and unforeseen costs.

## **Exhibit C**

### **Certain Risks Relating to Purchase, Sale, and Use of HIRE**

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

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

#### **1. Risk of Losing Access to HIRE 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 HIRE stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing HIRE will result in loss of such HIRE. 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 HIRE. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store HIRE, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your HIRE. Additionally, your failure to precisely follow the procedures set forth in Section 4 of **Exhibit B** for buying and receiving HIRE, including, for instance, if you provide the wrong address for receiving HIRE, may result in the loss of your HIRE.

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

Because HIRE 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 HIRE. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to HIRE and the Platform, including the utility of HIRE 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, HIRE are susceptible to attacks by miners in the course of validating HIRE 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 HIRE, including, but not limited to, accurate execution and recording of transactions involving HIRE.

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

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or HIRE 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 HireMatch.io team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the HireMatch and HIRE, including HIRE's utility for obtaining Services.

#### ***5. Risks Associated with Markets for HIRE***

HIRE 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 HIRE. This restricts the contemplated avenues for using HIRE to obtain Services or access the Platform, and could therefore create illiquidity risk with respect to HIRE you hold. Even if secondary trading of HIRE is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to HIRE (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

#### ***6. Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, HIRE are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

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

The regulatory status of HIRE 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 HIRE. Regulatory actions could negatively impact the Platform and HIRE in various ways, including, for purposes of illustration only, through a determination that HIRE 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.

#### ***8. Risks Arising from Taxation***

The tax characterization of HIRE is uncertain. You must seek your own tax advice in connection with purchasing HIRE, 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 materially similar to the Services. The Platform may compete with these alternative platforms, which could negatively impact the Platform and HIRE, including HIRE's 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 distributed platforms (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of HIRE, including its utility for obtaining Services.

#### ***11. Risks Associated with the Development and Maintenance of the Platform***

The Platform is still under development and may undergo significant changes over time. Although we intend for HIRE and the Platform to follow the specifications set forth in **Exhibit A**, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of HIRE or the Platform for any number of legitimate reasons. This could create the risk that HIRE or the Platform, as further developed and maintained, may not meet your expectations at the time of purchasing HIRE. 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 HIRE, including its utility for obtaining Services.

### ***12. Risk of an Unfavorable Fluctuation of Ether and Other Currency Value***

The Quant Index team intends to use the proceeds from selling HIRE to fund the maintenance and development of the Platform, as described further in **Exhibit B**. The proceeds of the sale of HIRE will be denominated in Ether, and may, at our discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, the Quant Index team may not be able to fund development, or may not be able to develop or maintain the Platform in the manner it intended.

### ***13. Risk of Dissolution of Quant Index***

It is possible, 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 HIRE'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 and the Foundation may dissolve.