

PATH AIRDROP TERMS AND CONDITIONS

Effective Date: April 7th, 2018

PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN THE PATH AIRDROP, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS THEN DO NOT PARTICIPATE IN THE AIRDROP.

These Terms (“**Terms**”) apply to your access to and participation in the Path Airdrop (the “**Airdrop**”), which is operated by Path Network, LLC and its affiliates (“**Path**”, “**our**”, “**us**” or “**we**”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Path for other products and services.

Overview

Growth in the number of participants on the Path platform is critical to the functioning and strength of the Path platform. We are using our PATH token (the “**PATH**”) as an opportunity to attract new members to the community and encourage existing members to increase their engagement. For a limited time, by registering for the Airdrop, you will have the opportunity to receive PATH. Our aim is to encourage participation on the Path platform and to make more people aware of the exciting uses of the Path platform.

Eligibility and Registration

In order to be eligible to participate in the Airdrop, you must:

1. be a legal a citizen or legal resident of a geographic area in which purchase, holding or use of the PATH is not prohibited by applicable law, decree, regulation, treaty, or administrative act;
2. not be a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes or be 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 List, the U.S. Department of State’s Debarred Parties List or other applicable sanctions lists;
3. not be resident or domiciled in Belarus, Burundi, Central African Republic, Democratic Republic of Congo, Cuba, Iran, Iraq, Lebanon, Libya, North Korea, Somalia or the United States;
4. be at least 18 years of age;
5. be an active member of our Telegram community at t.me/pathnetwork;
6. not be acting on behalf of or for the benefit of, anyone else, unless you are acting for and under the direction of the company that employs you or has duly authorized you as its legal representative to participate in the Airdrop in its name and on its behalf; and
7. complete the registration process, including the “know your customer” screening (“**KYC Screening**”). Uploaded documents may be used for additional verification as necessary. We reserve the right to manually reject any participant who was automatically approved. The registration process is

mandatory and requires you to (i) provide all information we request during the registration process (“**Registration Information**”) and (ii) have an ERC20-compatible Ethereum wallet (“**User Wallet**”).

There are no fees associated with your participation in the Airdrop. You may only register for the Airdrop once, and the registration is nontransferable.

The Airdrop is intended for personal or internal business use only and not for the resale of PATH. Directors, officers, employees and agents of Path, and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouse, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to participate.

Transfer Restrictions

PATH shall only be offered, sold, resold or otherwise transferred, in full compliance with all applicable laws, rules, and regulations, to: (i) non-U.S. Persons (as defined in Regulation S under the Securities Act of 1933, as amended (“**Regulation S**”)) in an offshore transaction (as defined in Regulation S), or (ii) the Company or its designated affiliate (the “**Transfer Restriction**”). You (and any subsequent holder of PATH) shall require that any subsequent purchaser, holder, or transferee of PATH covenant not to offer, sell, resell, or otherwise transfer PATH to any U.S. Persons and to comply with the Transfer Restriction (the “**Transfer Prerequisite**”). Any action that is in violation of the Transfer Restriction or the Transfer Prerequisite shall be void ab initio. The Transfer Restriction or Transfer Prerequisite may only be waived by the prior written consent of the Company. **PATH SHALL NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED, EXCEPT IN FULL COMPLIANCE WITH THE TRANSFER RESTRICTION, THE TRANSFER PREREQUISITE, AND ALL APPLICABLE LAWS, RULES, AND REGULATIONS OF THE TRANSFEROR’S JURISDICTION AND THE TRANSFEREE’S JURISDICTION. EACH OF THE TRANSFEROR AND TRANSFEREE ARE CHARGED WITH THE DUTY OF COMPLYING WITH THE TRANSFER RESTRICTION, THE TRANSFER PREREQUISITE, AND ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR ANY TRANSFER OF PATH.**

Modification

Path reserves the right to change, modify or eliminate the Airdrop or all or any portion of these Terms or any policy pertaining to the Airdrop at any time and in our sole discretion, including our right to discontinue or change the benefits received under the Airdrop, or merge the Airdrop with another program. If we make changes, we will post the amended Terms to <https://path.network/airdrop-legal> and update the “Effective Date” above. We may also attempt to notify you in other ways. Unless we say otherwise, the amended Terms will be effective immediately and your continued participation in the Airdrop after the amended Terms are posted will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop participating in the Airdrop.

Privacy

Please review our Privacy Policy at <https://path.network/privacy> to learn about our privacy practices.

Airdrop PATH

1. If you complete the registration process and the KYC Screening, then you will, within thirty (30) days, receive 20 PATH (the “**Airdrop Amount**”) to be deposited into your User Wallet.

2. After we will deliver the Airdrop Amount to User Wallet. Path is not responsible for your failure to receive or access PATH at your User Wallet for any reason, including your loss of the requisite private key(s) to control your User Wallet.

Representations and Warranties

You represent and warrant that:

1. You satisfy all eligibility requirements set forth above;
2. You have a sufficient technical understanding of cryptographic tokens (including PATH and Ether), Ethereum-based protocols, distributed networks, token storage mechanisms (including your User Wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing PATH;
3. You have read and understand the terms and conditions of these Terms;
4. You understand, acknowledge and assume the restrictions and risks associated with the holding and use of PATH as set forth herein, including, but not limited to, the risks explained and disclosed in Exhibit A;
5. You understand that PATH are intended to be used only on the Path platform, and confer no rights of any form with respect to Path or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
6. You understand and acknowledge that these Terms shall not be construed as an invitation to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by Path, shall be construed as that invitation;
7. All registration information you have provided is complete and accurate;
8. You are at least 18 years of age;
9. Your receipt of PATH complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for receiving and holding PATH, using PATH, and entering into contracts with us, (ii) any foreign exchange or regulatory or import/export restrictions applicable to the purchase, and (iii) any governmental or other consents that may need to be obtained;
10. If you are registering for the Airdrop on behalf of any entity, (i) you are authorized to accept these Terms and to act on that entity's behalf, (ii) that entity will be responsible for breach of these Terms by you or any other employee or agent of that entity (references to "you" in these Terms refer to you and that entity, jointly), and (iii) that entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
11. You will not use PATH or the Path platform in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of PATH or the Path platform in connection with transactions that violate U.S. federal or state securities or commodity laws;

12. You will at all times maintain control of your User Wallet, and you will not share or disclose the account credentials associated with your User Wallet with any other party. If you transfer PATH from your User Wallet into another wallet or vault, you will likewise at all times maintain control of that other wallet or vault, and you will not share or disclose the account credentials associated with that other wallet or vault with any other party;

13. Unless otherwise stated herein, these Terms govern only the Airdrop, and Path will have no responsibility for the use of PATH after it is sent to your User Wallet;

14. You will comply with any applicable tax obligations in your jurisdiction arising from your receipt of PATH; and

15. You understand and acknowledge that title to, and risk of loss of, PATH you receive from Path passes from Path to you upon delivery of the PATH to your User Wallet.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Path, and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and fulfillment and marketing agencies (the “**Path Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to (i) your participation in the Airdrop, (ii) any breach by you of these Terms, or (iii) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity. Path reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification hereunder. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other agreement between you and Path.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL PATH OR ANY OF THE PATH PARTIES (THE “**RELEASED PARTIES**”) BE LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE AIRDROP OR THE DELIVERY OR USE OF PATH OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, 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 LOSS WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES, JOINTLY BUT NOT SEVERALLY, ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE AIRDROP EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF PATH.

Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the state of Nevada, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

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.

Miscellaneous

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. We may assign our rights and obligations under these Terms. 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 that we provide to you, including these Terms, may be provided in electronic form.

[E X H I B I T A]

Certain Information Relating to PATH

Important Note: As noted elsewhere in these Terms, PATH are not being designed or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. Path 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 A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By receiving holding and using PATH, you expressly acknowledge and assume the following:

1. You May Lose Access to PATH Due to Loss of Private Key(s), Custodial Error or User Error

A private key, or a combination of private keys, is necessary to control and dispose of PATH stored in your User Wallet or other digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your User Wallet or other digital wallet or vault storing PATH will result in loss of your PATH. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of your User Wallet or other digital wallet or vault service you use, may be able to misappropriate your PATH. Any errors or malfunctions caused by or otherwise related to your User Wallet or other digital wallet or vault you choose to receive and store PATH, including your own failure to properly maintain or use such User Wallet or other digital wallet or vault, may also result in the loss of your PATH. Additionally, your failure to follow precisely the procedures set forth in the Terms for receiving PATH may result in the loss of your PATH.

2. Ethereum Blockchain

Because PATH and the Path platform are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may adversely affect the Path platform or PATH. Moreover, advances in cryptography, or technical advances, such as the development of quantum computing, could present risks to PATH and the Path platform, including the use of PATH on

the Path platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain.

3. Mining Attacks

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

4. Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Path platform or PATH 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 Path platform is based on an open-source protocol, there is a risk that a third party or a member of the Path team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Path platform, which could negatively affect the Path platform and PATH, including PATH's use on the Path platform.

5. Use of PATH

PATH are intended solely for access to the Path platform, and Path does not support or otherwise facilitate any secondary trading or external valuation of PATH. This restricts the contemplated avenues for using PATH, and, therefore, could create illiquidity risk with respect to PATH you hold. To the extent that third parties do ascribe an external exchange value to PATH (e.g., as denominated in a digital or fiat currency), that value may be extremely volatile and diminish to zero.

6. Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, PATH 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. Uncertain Regulations and Enforcement Actions

The regulatory status of PATH 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 the 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 Path platform and PATH. Regulatory actions could negatively impact the Path platform and PATH in various ways, including, for purposes of illustration only, through a determination that the purchase, sale, delivery or use of PATH constitutes unlawful activity, or that registration or licensing is required for PATH or for some or all of the parties involved in the purchase, sale, delivery or use of PATH. Path may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in that jurisdiction, or commercially undesirable to obtain the necessary regulatory approvals to operate in that jurisdiction.

8. Taxation

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

9. Competing Protocols

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Path platform. The Path platform may compete with these alternative platforms, which could negatively impact the adoption of the Path platform and PATH, including PATH's use on the Path platform.

10. Interest in the Path Platform or Distributed Applications

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

11. New and Evolving Laws Impacting Distributed Application Technology

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

Additionally, the users and developers of the Path platform may be subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Path platform and PATH, including PATH's use on the Path platform.

12. Existence, Value and Function of PATH

It is possible that there may never be an operational PATH or that the PATH may never be used to engage in transactions on the Path platform. It is possible that the failure to release the PATH is the result of a change in business model. The PATH, if successfully developed and launched, may not meet your expectations.

PATH does not limit in any respect Path's power to participate in other projects, operate other networks or issue other tokens that may compete with PATH or the Path platform.

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

13. Unanticipated Events

Cryptographic tokens such as PATH are a new and untested technology. In addition to the information included in this Exhibit A, there is other important information associated with your holding and use of PATH, including those that Path cannot anticipate. That information may further materialize as unanticipated variations or combinations of the information set forth in this Exhibit A.