

RPLATFORM RISK DISCLOSURE STATEMENT

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PLEASE READ CAREFULLY THIS ROOBEE PLATFORM RISK DISCLOSURE STATEMENT WHICH IS APPLICABLE TO ALL PRODUCTS AND SERVICES PROPOSING AT THE PLATFORM.

BY APPLYING FOR SERVICES OFFERED AT THE PLATFORM YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE:

- a) READ THIS RISK DISCLOSURE STATEMENT CAREFULLY;
- b) UNDERSTAND SUCH RISK DISCLOSURE; AND
- c) HAD AN ADEQUATE OPPORTUNITY TO DISCUSS ANY QUESTIONS OR COMMENTS THAT YOU MAY HAVE HAD WITH RESPECT TO SUCH RISK DISCLOSURE PRIOR TO THE USING THE PLATFORM FEATURES.

Please refer to the Section “Definitions” of RPLATFORM GENERAL TERMS OF USE when it is necessary.

1. RISKS CONNECTED TO THE VALUE OF THE PRODUCTS

- a) **Lack of Development of Market for the Products.** Because for some of offered at the Platform Products there might has been no prior public trading market, the sale of such Products may not result in an active or liquid market for such Products, and their price may be highly volatile.
- b) **Risks Relating to Highly Speculative Price.** The valuation of for some of offered at the Platform Products in a secondary market is usually not transparent and is highly speculative. Some of offered at the Platform Products do not represent any ownership rights to any assets and, therefore, are not backed by any tangible asset. Price of such Products in any subsequent transactions can fluctuate greatly within a short period of time. There is a high risk that while you hold such Products you could lose your entire purchase amount. In the worst-case scenario, Products could be rendered worthless.
- c) **Products May Have No Value.** Products may have no value and there is no guarantee or representation of liquidity for some of offered at the Platform Products. The Company is not and shall not be responsible for or liable for the market value of such Platform Products, the transferability and/or liquidity of such Products, and/or the availability of any market for such Products through third parties or otherwise.
- d) **Products are Non-Refundable.** Except for the cases strictly provided by the applicable legislation or in the legally binding documentation of the Products, no person or company is obliged to provide you with a refund related to Products for any reason, and you will not receive money or other compensation in lieu of the refund. No promises of future performance or price are or will be made in respect Products, including no promise of inherent value, no promise of continuing payments, and no guarantee that Products will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the private law of your jurisdiction.
- e) **Risks of Negative Publicity.** Negative publicity involving ROOBEE, the Platform and/or Products, may materially and adversely affect the market perception or market price of the Products offered at the Platform, whether or not it is justified.

f) Use of Products in Restricted Activities by Third Parties. Programs or websites banned or restricted in certain jurisdictions, such as gambling, betting, lottery, sweepstake, pornography, and otherwise could accept different digital currencies or digital assets in their operation. The regulatory authorities of certain jurisdictions could accordingly take administrative or judicial actions against such programs or websites or even the developers or users thereof. The Platform neither intends nor is able to act as a censor to scrutinize to any extent any program or website that uses Products with such goals. Therefore, any punishment, penalty, sanction, crackdown, or other regulatory effort made by any governmental authority may more or less frighten or deter existing or potential users away from using and holding Products and could consequently materially adverse impact on the prospect of Products.

2. RISKS ARISING FROM TAXATION

a) The tax characterization of Products might be uncertain. You must seek your own tax advice in connection with purchasing/selling Products, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

3. BLOCKCHAIN AND SOFTWARE RISKS

a) Blockchain Delay Risk. On most blockchains used for cryptocurrency transactions (e.g., Ethereum, Bitcoin blockchains), timing of block production is determined by proof of work so block production can occur at random times. For example, the cryptocurrency sent as a payment for the Products in the final seconds of the offering of any Products, if applicable, may not get included into that period. The respective blockchain may not include your transaction at the time you expect and the payment for the Products may reach the intended wallet address not in the same day you send the payment.

b) Blockchain Congestion Risk. The most blockchains used for digital currency transactions (e.g. Ethereum, Bitcoin blockchains) are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the network in an attempt to gain an advantage in purchasing Products. That may result in a situation where block producers may not include your transaction when you want or your transaction may not be included at all.

c) Risk of Software Weaknesses. Products smart contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) might still be in early development stages and might be unproven. There are no representations and warranties that the process for distribution of Products will be uninterrupted or error-free. There is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Products.

d) Risk of New Technology. The Platform, as well as some of offered at the Platform Products are new and untested. New technology deployment always involves changing of current system. You should neither rely on the technologies used by ROOBEE/Third Party nor on the Products smart contract. Products may not have functionality as desirable or valuable as might be formerly announced by respective Third Party.

4. SECURITY RISKS

a) Risk of Loss of Private Keys. Products may be held by their holder in his digital account/wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such Products holder's digital account/wallet or vault Products will result in loss of such Product, access to Products holder's Products balance, and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys,

including by gaining access to login credentials of a hosted account/wallet or vault Products holder uses, may be able to misappropriate Products of Products holder.

b) Lack of Products Security. Products may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Products smart contract which creates such Products 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 Ethereum platform rests on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect Products or result in the loss of Products and the loss of ability to access or control Products. In the event of such a software bug or weakness, there may be no remedy and holders of Products are not guaranteed any remedy, refund, or compensation.

c) Attacks on Products Smart Contract. The blockchain used for some of Products smart contract which creates such Products is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to such Products smart contract, expected proper execution and sequencing of the Products transactions, and expected proper execution and sequencing of contract computations.

d) Risk of Incompatible Wallet Service. If you decide to transfer some of offered Products outside of the Platform, you should be aware that the wallet or wallet service provider used for the acquisition and storage of some of offered Products has to be technically compatible such Products. The failure to assure this may have the result that purchaser of such Products will not gain access to his Products.

5. RISKS RELATING TO MANAGEMENT OF THE COMPANIES OPERATED AT THE PLATFORM

a) Risks relating to Ineffective Management. The companies operated within Platform may be materially and adversely affected if the hired management fail to effectively manage operations as the business develops and evolves.

b) Risks Related to Highly Competitive Environment. The financial technology and cryptocurrency industries and the markets in which the company competes are highly competitive and have grown rapidly over the past years and continue to evolve in response to new technological advances, changing business models, and other factors. As a result of this constantly changing environment, the company may face operational difficulties in adjusting to the changes, and the sustainability of the companies operated within the Platform will depend on their ability to manage their operations and ensure that they hire qualified and competent employees and provide proper training for their personnel

c) Risks Relating to General Global Market and Economic Conditions. Challenging and variable economic conditions worldwide may contribute to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the company's business, operations and financial condition, including decreases in revenue and operating cash flows, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the company may experience the negative effects of a slowdown in usage of the Services, offered at the Platform.

d) Risks of Non-Protection of Intellectual Property Rights. ROOBEE plans to protect intellectual property, which is created or will be created within the Platform in accordance with the law. ROOBEE is not responsible for third parties, which by their actions through the illegal use of ROOBEE's intellectual property may result in financial losses for ROOBEE.

e) **Risks of Infringement Claims.** Our competitors, along with other entities and individuals, may own or claim to own intellectual property relating to products and solutions within the Platform. Third parties may claim that the products, solutions, and underlying technology of the Platform infringe or violate their intellectual property rights. We may be unaware of the intellectual property rights that others may claim over some or all of products or technology within the Platform.

6. RISKS RELATING TO PLATFORM DEVELOPMENT

a) **Risk Related to Reliance on Third Parties.** ROOBEE have relied and will rely, in whole or partly, on third parties to continue to develop, supply, and otherwise support the further development of the Platform and attraction of new operated at the Platform companies. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, the lack of which might have a materially adverse effect on the Platform.

b) **Risks Associated with Business Partners.** ROOBEE and operated at the Platform companies rely on business partners to provide certain services. While we have legally-binding agreements with business partners and are already in talks with further potential partners, we cannot guarantee that business partners will not terminate their cooperation for whatever reason or that we can close new agreements with potential partners. The provision of certain services might therefore be interrupted, delayed or cannot be offered at all.

c) **Dependence Platform on Various Factors.** The further development of the Platform may decline for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

d) **Lack of Interest in Platform.** Despite the Platform is finished and adopted and launched, the ongoing success of it relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be interest in the Platform and services.

e) **Changes to the Platform.** The Platform is still under development and may undergo significant changes over time. Such changes to any available features and specifications may affect significantly on the Platform as a whole and can be made for any number of reasons, any of which may mean that the Platform does not meet your expectations.

f) **Ability to Introduce New Technologies.** The blockchain technologies industry is characterized by rapid technological change and the frequent introduction of new products, product enhancements, and new distribution methods, each of which can decrease demand for current solutions or render them obsolete.

g) **Risk of an Unfavorable Fluctuation of the Products Value.** The proceeds of the sale of offered at the Platform Products will be denominated in digital currency, and may be converted into other cryptographic and fiat currencies. If the value of cryptocurrencies fluctuates unfavorably during or after you have bought any of offered at the Platform Products, the project management team may not be able to fund development, or they may not be able to develop or maintain the Platform in the manner that it was intended.

7. RISKS ARISING IN COURSE OF THE OPERATED AT THE PLATFORM COMPANIES' COURSE OF BUSINESS

a) **Risks Related to Invalidation of companies' Transactions.** The companies operated within the Platform have taken a variety of actions relating to their business that, if successfully challenged for not complying with applicable legal requirements, could be invalidated or could result in the imposition of liabilities on the respective company. Since applicable legislation may subject to many different

interpretations, the respective company may not be able to successfully defend any challenge brought against such transactions, and the invalidation of any such transactions or imposition of any such liability may, individually or in the aggregate, have a materially adverse effect on the Platform.

b) Risk Arising from Emerging Markets. The company may operate on emerging markets. Emerging markets are subject to greater risks than more developed markets, including significant legal, economic, and political risks.

c) Risks of Economic Conditions. The companies operated at the Platform have been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on these companies' business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, the companies may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the Platform. Suppliers on which the companies rely for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the companies' business, financial condition and results of operations and hence the Platform.

8. GOVERNMENTAL RISKS

a) Uncertain Regulatory Framework. The regulatory status of some Products, digital currency, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, and/or rules that will affect digital currency, digital assets, blockchain technology, and its applications. Such changes could negatively impact on Products in various ways, including, for example, through a determination that Products are regulated financial instruments that require registration. ROOBEE may cease the distribution of Products, the development of the Platform, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

b) Failure to Obtain, Maintain, or Renew Licenses and Permits. There is the risk of statutory requirements that may relate to the activity of companies operated within the Platform. In this case, business of such companies will depend on the continuing validity of such licenses and permits and its compliance with their terms. Regulatory authorities will exercise considerable discretion in the timing of license issuance and renewal and the monitoring of a licensee's compliance with the license terms. Requirements which may be imposed by these authorities and which may require a company to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor our operations, maintain appropriate filings, and, upon request, submit appropriate information to the licensing authorities, may be costly and time-consuming and may result in delays in the commencement or continuation of operation of the Platform. Further, private individuals and the public at large possess rights to comment on and otherwise engage in the licensing process, including through intervention in courts and political pressure. Accordingly, the licenses a company operated within the Platform may need may not be issued or renewed, or if issued or renewed, may not be issued or renewed in a timely fashion, or may involve requirements which restrict the company an ability to conduct its operations or to do so profitably.

c) Risk of Government Actions. Activity in the blockchain industry, including the activity within the Platform may draw an increased attention from governmental authorities. Many governments are concerned with the issue of regulation and control in this area. There can be no assurance that governmental authorities will not examine the operations at the Platform and/or pursue enforcement actions against our companies. All of this may subject our companies to judgments, settlements, fines or penalties, or cause them to restructure their operations and activities or to cease offering certain products or services, all of which could harm the Platform's reputation or lead to higher operational costs, which may in turn have a materially adverse effect on the Services and/or Products, offered at the Platform, and/or the development of the Platform itself.

d) Risk of Burden of Applicable Laws, Regulations, and Standards. Failure to comply with existing laws and regulations or the findings of government inspections or increased governmental regulation of the operations at the Platform could result in substantial additional compliance costs or various sanctions, which could materially and adversely affect the operated at the Platform companies' business and the Platform. The operations at the Platform are subject to regulation by various government entities and agencies, in connection with ongoing compliance with existing laws, regulations, and standards. Regulatory authorities exercise considerable discretion in matters of enforcement and interpretation of applicable laws, regulations, and standards. Respective authorities have the right to, and frequently do, conduct periodic inspections of any of our company's operations and properties. Any such future inspections may conclude that the respective company has violated laws, decrees, or regulations, and it may be unable to refute such conclusions or remedy the violations. Any failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions that require the company to cease certain business activities, or it may result in criminal and administrative penalties applicable to respective officers. Any such decisions, requirements, or sanctions, or any increase in governmental regulation of respective operations, could increase our costs and materially and adversely affect business and the Platform.

e) Unlawful or Arbitrary Government Action. Governmental authorities may have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary to a law or influenced by political or commercial considerations. Moreover, the government also has the power in certain circumstances, by regulation or government act, to interfere with the performance of, nullify, or terminate contracts. Unlawful, selective, or arbitrary governmental actions have reportedly included the denial or withdrawal of licenses, sudden and unexpected tax audits, criminal prosecutions, and civil actions. Federal and local government entities have also used common defects in matters surrounding the Token sale as pretexts for court claims and other demands to invalidate or to void any related transaction, often for political purposes. In this environment, our competitors may receive preferential treatment from the government, potentially giving them a competitive advantage over the Platform.

9. UNANTICIPATED RISKS

a) Blockchain technologies and some Products available at the Platform are relatively new and dynamic technology. In addition to the risks included above, there are other risks associated with your purchase, holding, and use of Products, including those that we cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.

ROOBEE does not accept any users from the countries or territories where its activity shall be especially licensed, accredited or get some other permission of competent authority. You shall check the law applicable to you as you are fully responsible for any negative impact caused by your residence country regulations. If you are travelling within any countries, you acknowledge and agree that our services may be unavailable and/or blocked in such countries and also that you will not be able to purchase Products while staying in such countries. ROOBEE and operated at the Platform companies have the right to impose additional requirements or conditions before rendering any services to the users residing in or from specific countries in its sole discretion (including, but not limited within KYC/AML procedures adopted and implemented by ROOBEE or appropriate third parties, agents, or other representatives).

THIS RISK DISCLOSURE STATEMENT SHOULD BE READ IN CONJUNCTION WITH ANY OTHER DOCUMENT SUPPLIED OR OTHERWISE MADE AVAILABLE TO YOU AT THE PLATFORM.

WE HIGHLY WARN ALL OUR CUSTOMERS, AS WELL AS OUR PROSPECTIVE CLIENTS, DO NOT INVEST MONEY, DIGITAL CURRENCY OR OTHERWISE IF THE ONE CANNOT AFFORD TO LOSE.