

TERMS AND CONDITIONS

ICO PRIVATE PLACEMENT DOCUMENT

Accumulus Threat Shield Token ATST



Developed by GBMS Tech Ltd
Registered in England and Wales. Company No 09607559

ATST TERMS AND CONDITIONS

THIS DOCUMENT IS STRICTLY CONFIDENTIAL AND IS INTENDED ONLY FOR THE PERSON IT WAS ISSUED TO AND MAY ONLY BE USED FOR THE PURPOSE AS EXPLAINED HEREIN. BY ACCEPTING THIS PRIVATE PLACEMENT DOCUMENT ("PRIVATE PLACEMENT DOCUMENT"), YOU, THE PARTICIPANT SHALL KEEP IN CONFIDENCE THE CONTENTS OF THIS PRIVATE PLACEMENT DOCUMENT AND THE CONTENTS OF ANY AND ALL ATTACHMENTS OR RELATED DOCUMENTS. INFORMATION HEREIN MAY ONLY BE SHARED WITH THE PARTICIPANT'S ACCOUNTING AND LEGAL COUNSEL. PARTICIPANT SHALL RETURN THIS PRIVATE PLACEMENT DOCUMENT AND ALL OTHER RELATED DOCUMENTS TO GBMS TECH LTD IF AT ANY TIME GBMS TECH LTD REQUESTS, THE RETURN OF SUCH DOCUMENTS, OR IF THE PARTICIPANT CHOOSES NOT JOIN THE PRIVATE TOKEN OFFER.

The Participant should retain their own counsel to determine the merits of this Offer. This is a private fundraising event and no financial instruments are issued to Participants.

Tokens are not securities and do not carry with them any rights as may be commonly associated with securities.

Furthermore, this Private Placement Document and the enclosed materials do not constitute a prospectus and the Prospectus Directive does not apply to this Private Placement Document nor do they constitute an offer of securities to the public by GBMS Tech Ltd in terms of Article 2 paragraph of the Companies Act.

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PREAMBLE

The Company intends to accept contributions through a private fundraising event for a limited Offer Period. The amount raised under the Private Token Offer will be used to fund the Company's operational expenses, marketing, corporate structuring, security and legal costs, for development of the Project. For the purpose of this Private Placement Document, GBMS Tech Ltd may be deemed to include its subsidiary/ies, parent/s and/or other related party who will be contributing to the development and completion of the Project.

The Token is a proprietary exclusive on-chain protocol made for mere participatory access to the Platform and certain other limited options as specified in this Private Placement Document, Terms or White Paper.

The Private Placement Document sets forth the terms of the Private Token Offer and sets out the information and details of the Tokens and the Project as outlined in the White Paper, a copy of which is attached hereto as Annex I and certain other pertinent information contained in the Documents regarding the participation in this private reward based fundraising event.

This Private Token Offer is governed by Maltese law and is subject to the terms and conditions set out in this Private Placement Document and to the extent applicable the Documents. This Private Placement Document has been drafted in accordance with the requirements set out in the Consumer Rights Directive (Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011) and in terms of the Maltese Consumer Affairs Act (Cap 378 of the Laws of Malta). Each Participant should examine the Documents carefully before deciding to participate in this Private Token Offer.

The Company undertakes to make available to a Participant any additional information from the Company as may be necessary to verify the accuracy of the information contained in this Private Placement Document. The Company declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Private Placement Document, and the other Documents, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect a Participant's decision to participate in the Private Token Offer or not.

This Private Placement Document is to be distributed only by the Company and only to Participants who represent in writing that they are not Prohibited Participants.

This Private Placement Document represents part of the complete package of information and disclosures on the Company as outlined in the Documents. Participants should not rely on any verbal information that is not set forth in writing within this Private Placement Document or the Documents.

IMPORTANT INFORMATION ABOUT THE PRIVATE TOKEN OFFER

The Company strongly recommends that each Participant thoroughly reviews the entire Private Placement Document carefully, including the Risk Factors section and the other information that is incorporated in the Documents.

THIS PRIVATE PLACEMENT DOCUMENT HAS BEEN PREPARED TO PROVIDE INFORMATION ON THE PRIVATE TOKEN OFFER AND TOKENS. IF YOU DECIDE TO PARTICIPATE AND CONTRIBUTE, THEN YOU MUST ASSESS YOURSELF, WITH YOUR OWN ADVISORS IF NECESSARY, WHETHER PARTICIPATING IN THIS PRIVATE TOKEN OFFER IS SUITABLE FOR YOU. IN CASE OF ANY DOUBT ABOUT THE RISK INVOLVED IN PARTICIPATING IN THIS PRIVATE TOKEN OFFER, YOU SHOULD ABSTAIN FROM PARTICIPATING.

THE SUMMARIES AND DESCRIPTIONS OF LEGAL PROVISIONS, ACCOUNTING PRINCIPLES OR COMPARISONS OF SUCH PRINCIPLES, LEGAL COMPANY FORMS OR CONTRACTUAL RELATIONSHIPS REPORTED OR ANY OTHER INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT DOCUMENT MAY IN NO CIRCUMSTANCES BE INTERPRETED AS INVESTMENT, LEGAL OR TAX ADVICE. YOU ARE URGED TO CONSULT YOUR OWN ADVISORS CONCERNING THE LEGAL, TAX, ECONOMIC, FINANCIAL AND OTHER ASPECTS ASSOCIATED WITH THE PARTICIPATION IN THIS PRIVATE TOKEN OFFER.

THIS DOCUMENT IS NOT A SOLICITATION FOR INVESTMENT AND DOES NOT CONSTITUTE AN OFFER OF SECURITIES TO THE PUBLIC IN TERMS OF ARTICLE 2 PARAGRAPH (3) OF THE COMPANIES ACT OR A COLLECTIVE INVESTMENT SCHEME IN TERMS OF THE INVESTMENT SERVICES ACT CAP. 370. OF THE LAWS OF MALTA AND DOES NOT REQUIRE THE PRIOR APPROVAL, REGISTRATION OR LICENCE OF THE PRIVATE PLACEMENT DOCUMENT OR ANY OTHER DOCUMENTS RELATING TO TOKENS AND THESE DOCUMENTS HAVE NOT BEEN FILED WITH OR APPROVED BY ANY MALTA GOVERNMENT AUTHORITY.

THE OWNERSHIP OF TOKENS CARRIES NO RIGHTS, WHETHER EXPRESS OR IMPLIED, OTHER THAN THE RIGHT TO GAIN ACCESS TO THE GBMS TECH PLATFORM AND THE DISTRIBUTED LEDGER FEATURES OF THE BLOCKCHAIN. TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIVALENT RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION RELATING TO THE COMPANY. TOKENS DO NOT GIVE YOU ANY ENTITLEMENT TO ACQUIRE ANY SUCH INTEREST OR ENTITLEMENT IN RESPECT OF THE COMPANY.

PARTICIPATION IN THE PRIVATE TOKEN OFFER AND THE ACQUISITION OF TOKENS ARE NON-REFUNDABLE EVENTS.

TOKENS ARE NOT, AND DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS BUT ARE PURELY A MEANS OF ACCESS TO AND USE FOR SERVICES OR PRODUCTS OFFERED BY THE COMPANY. THE TOKENS SHALL ONLY BE USED FOR THE PURPOSE OF USING THE SERVICES OFFERED BY THE COMPANY AND THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY SPECULATIVE INTENTION FROM THE END OF THE PARTICIPANT OR FROM ANY THIRD PARTIES WHO ATTEMPT TO HOLD THE TOKENS FOR ANY OTHER REASON.

TOKENS ARE NOT AVAILABLE TO PROHIBITED PARTICIPANTS AS PER CLAUSE 2.

THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL PARTICIPATION REQUEST/S AT ANYTIME AND AT ITS SOLE DISCRETION.

CERTAIN STATEMENTS IN THIS PRIVATE PLACEMENT DOCUMENT AND/OR THE WHITE PAPER MAY CONSTITUTE FORWARD-LOOKING STATEMENTS. WHEN AND IF USED IN THIS PRIVATE PLACEMENT DOCUMENT, WORDS SUCH AS "MAY," "WILL," "SHOULD," "PROJECT," "ANTICIPATE," "BELIEVE," "ESTIMATE," "INTEND," "EXPECT," "CONTINUE," AND SIMILAR EXPRESSIONS OR THE NEGATIVES THEREOF ARE GENERALLY INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH FORWARD-LOOKING STATEMENTS, INCLUDING THE INTENDED ACTIONS AND PERFORMANCE OBJECTIVES OF THE COMPANY, INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS OF THE COMPANY TO DIFFER MATERIALLY FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NO REPRESENTATION OR WARRANTY IS MADE AS TO FUTURE PERFORMANCE OR SUCH FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS IN THIS PRIVATE PLACEMENT DOCUMENT SPEAK ONLY AS OF THE DATE HEREOF. THE COMPANY EXPRESSLY DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO DISSEMINATE ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN ITS EXPECTATION WITH REGARD THERETO OR ANY CHANGE IN EVENTS,



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CONDITIONS, OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

PARTICIPANTS ARE NOT TO CONSTRUE THIS PRIVATE PLACEMENT DOCUMENT AS INVESTMENT, LEGAL, TAX, REGULATORY, FINANCIAL, ACCOUNTING OR OTHER ADVICE, AND THIS PRIVATE PLACEMENT DOCUMENT IS NOT INTENDED TO PROVIDE THE SOLE BASIS FOR ANY EVALUATION OF PARTICIPATION IN THE PRIVATE TOKEN OFFER.

THIS PRIVATE PLACEMENT DOCUMENT IS INTENDED TO REGULATE THE RELATIONSHIP BETWEEN THE PARTICIPANT AND THE COMPANY DURING THE PRIVATE TOKEN OFFER AND THE TOKEN OFFER, IF APPLICABLE. UPON THE ACQUISITION OF TOKEN, THE HOLDING AND USE OF TOKENS SHALL BE REGULATED BY THE TERMS, THE PRIVACY POLICY AND ANY OTHER OFFICIAL DOCUMENTATION OR INFORMATION MADE AVAILABLE BY THE COMPANY WHETHER ON THE WEBSITE OR ELSEWHERE.

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1. DEFINITION AND INTERPRETATION

Bonus this means an additional bonus allocated in Tokens applicable on the allocation of Tokens further to contributions made by Participants during the Offer Period as detailed in Clause 3 to this Agreement;

Depositing accounts all bank transfers are required to be transferred directly into GBMS Tech bank account: GBMS Tech Limited,

National Westminster Bank,
41 High Street, Billericay,
Essex CM12 9AZ,

Sort Code 60 02 30, Account No. 6566 1877, IBAN GB17NWBK60023065661877, SWIFT NWBKGB2123R.

All Crypto transfers shall be directed to the following addresses:

Bitcoin: 3JjfU2HDNhQrSLEgeKqFj6gnxQQe8RqUpd
Ethereum: 0xC34bDC68e2dCAB8Cd6908Fd7DD754C2b0F10De85
Lite Coin: MKzjK6i8UHrtUzXaNcxbXVE8CmFub6QwCh
DASH: XsKqe5mFNFMCx3JVnPJqWFPmWXk9xeVgtK
Bit Coin Cash: 1Fbo8qVKh8mpoSzhPtP1F3Z3zEivJ73ExA

Documents includes the Private Placement Document, the Terms, the White Paper and the Website and any other information relating to the Project and the use of Tokens as may be announced by the Company;

Companies Act Chapter 386 of the Laws of Malta.

Company GBMS Tech Ltd, is established under UK law with registration number 09607559 with registered office at 1 Berkeley Street, Mayfair, London W1J 8DJ. For the purpose of this Private Placement Document GBMS Tech Ltd may be deemed to include its subsidiary/ies, parent/s and/or other related party who will be contributing to the development and completion of the Project.

Consumer Rights Directive Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights.

EUR, Euro the currency of those Member States of the European Union, that participate in the European Monetary Union.

Exchange Rate means with respect to Ethereum (ETH), Bitcoin (BTC), Litecoin (LTC), Bitcoin Cash (BTH), DASH the exchange rate as published by Bitstamp on <https://www.bitstamp.net/> on the subsequent day of receipt of participation amount at 18:00 CET on the first working day following receipt.

Maximum Contribution the maximum contribution from any one Participant that may be accepted by the Company and which amount shall not exceed One Hundred Thousand US Dollars (USD 100,000) or equivalent ETH, BTC, LTC, GBP, BTH, DASH or another cryptocurrency, cash or combination thereof (subject to the Exchange rate).

Minimum Contribution the minimum contribution from any one Participant for the Private Token Offer stage is set at Five Thousand US Dollars (USD 1,000) or equivalent in ETH, BTC, LTC, GBP, BTH, DASH or another cryptocurrency, cash or combination thereof (subject to exchange rate) and at Token Offer one ether (0.1 ETH) or equivalent in ETH, BTC, LTC, GBP, BTH, DASH or another cryptocurrency, cash or combination thereof (subject to the Exchange rate).

Maximum Token Amount the total amount of Tokens available for allocation during the Private Token Offer and totaling an amount not exceeding 14,818,403.14 Tokens.

Offer Period the period of time starting on the Offer Launch Date at 08.00 CET and ending on the Offer End Date at 24.00 CET during which the Private Token Offer is made by the Company.

Offer Launch Date 25th July 2018 being the first day of the Offer Period, as announced by the Company on the Website.

Offer End Date being the earlier of 25th January 2019 or the date when the Total Token Placement has been reached or any other earlier date at the Company's discretion to be announced on the Website.

Participant any person (natural or juridical), who intends to contribute and/or participate in and be bound by the terms of this Private Token Offer and/or who intends to hold and/or use Tokens and become a Participant under this Private Token Offer.

Participation Amount the amount in ETH, BTC, LTC, GBP, BTH, DASH contributed by a Participant and/or any other or additional payment methods or currencies as the Company may in its sole discretion decide to accept.

Participation Request a commitment in writing made by a Participant to the Company for a contribution towards the Project.

Participation Request Form the prescribed Form as annexed to the Private Placement Document required to make a Participation Request.

Platform a decentralized platform named "GBMS Tech Accumulus Threat Shield" that the Company is developing or owns operating the basis of blockchain technology and smart contracts for the purpose of the Project.

Price a monetary value set by the Company at point ten US Dollar (USD 0.10) per Token used as a reference in order to determine the amount of Tokens to allocate to the Participant further to a contribution made towards the Project.

Private Token Offer the offer made by the Company, through a private reward based fundraising event, to accept contributions towards the Project, which contributions will be rewarded with an allocation of a determinate amount of Tokens, and Bonuses if applicable, to participants according to the terms of the Private Placement Document. For avoidance of doubt the Private Token Offer shall include the following stage:

Privatesale	Up to USD 350,000	25 th July 2018 to 25 th January 2019
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Any Contributions received by the Company in excess of USD 350,000 shall be allocated to the Token Offer stage Such Contributions will be governed by the Terms and Conditions of the Token Offer.

Prohibited Participant (i) a natural person wishing to become a Participant and being a citizen, national, resident or having a similar connecting factor to; or (ii) a juridical person wishing to become a Participant and being incorporated, registered or effectively managed and controlled form or in: (a) a country, jurisdiction or territory where the Private Token Offer or the holding and use, of Tokens and/or virtual currencies or other tokens at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A., China, Singapore or any other jurisdictions where the aforementioned are prohibited or in (b) countries, regimes and organisations which are subject to international sanctions issued by the United Nations Security Council, European Union or by the United States of America as updated from time to time and which shall include persons, groups and entities subject to such sanctions. This shall include any person representing or acting on behalf of such Prohibited Participant/s in any manner or capacity whether openly or covertly.

Project The Project being the reason behind the Private Token Offer with the aim of creating a decentralised threat detection database via the blockchain accessing products and services offered by the Company.

Prospectus Directive Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC as may be amended from time to time and includes any implementing measures that have

been issued or may be issued thereunder.

Terms the Terms of Token Offer as may be amended from time to time, which shall govern the purchase and use of Tokens. Such Terms of Token Offer shall be made available by the Company prior to the Token Offer;

Token (s) a utility cryptographic decentralized token named “Accumulus Threat Shield token” based on the Ethereum Platform (ERC20 token) intended primarily for the use of, access or participation to the GBMS Tech Accumulus Threat Shield Platform as outlined in the White Paper and/or Website.

Token Offer a public offer, after the Offer End Date, made by the Company, through a reward based fundraising event, to accept contributions towards the Project, which contributions will be rewarded with an allocation of a determinate amount of Tokens and Bonuses, if applicable. This may include a pre-token offer stage as published by the Company on its website. For the purpose of this project the date of the Pre-Token Offer and Token Offer will be announced by the company at a later stage on the website. The Token Offer shall include the following stages:

Pre-Token Offer	6 months(maximum) after Private Token Offer	Up to USD 1,000,000
Token Offer	9 months (maximum) after Pre-Token Offer	Up to USD 13,000,000

***Subject to availability**

Token Offer End Date unless otherwise determined by the Company, this shall be the last day of the Token Offer being either a date after the Token Offer Launch Date to be announced by the Company or any date after when sufficient funds have been raised for the allocation of the Total Token Placement.

Token Offer Launch Date the day of the Token Offer to be announced by the Company on the Website.

Token Offer Period the period of time starting on the Token Offer Launch Date at 8.00 CET and ending on the Token Offer End Date at 24.00 CET during which an offer is made by the Company, through a public reward based fundraising event.

Total Token Placement the amount of Tokens created by the Company and made available during the Private Token Offer, Pre-Token Offer and/or Token Offer which shall be the total token offered to Participants in the Private Token Offer and/or to the public in the Token Offer and which amount should be totaling a maximum of One Hundred And Ninety Four Million, Four Hundred And Twenty Nine Thousand, Three Hundred And Eighty Four (194,429,384) Tokens.

Total Token Supply the total amount of Token supplied shall be One Hundred And Ninety Four Million, Four Hundred And Twenty Nine Thousand, Three Hundred And Eighty Four (194,429,384);

USD, US Dollars the United States Dollar being the currency of the United States of America (U.S.A.).

Wallet a private key, or a combination of private keys linked to an Ethereum- based digital wallet having a unique address and capable of accepting ERC20 tokens including Tokens and which is necessary to acquire, hold and dispose of Tokens.

Website shall include any of the website linked to the domain <http://www.gbmstech.io> and all subdomain/s of such website or any other website/s as indicated by the Company from time to time.

White Paper the indicative document prepared and issued by the Company, to explain and give a detailed description of the Project, the Platform and Token, and the team, goals and requirements for the issue and the use of Token.

The reference to the terms “country”, “jurisdiction” and “territory” may be used interchangeably and shall have the same meaning and shall also be taken to include any determinate geographic location to the extent applicable in the Private Placement Document.

The reference to the term “holding” used within the Terms with respect to the holding of Tokens shall be construed to include holding in any manner including but not limited to ‘ownership’ and ‘possession’, whether in the Participant’s own name or on behalf of others.

The term “use” with respect to the use of Tokens shall be construed to include ‘trade’, ‘barter’, ‘exchange’ or ‘utilising’ of Tokens in any other manner, whether in the Participant’s own name or on behalf of others.

The term “Wallet” shall be construed to include ‘digital vault’ or other storage mechanism and these terms may be used interchangeably within the Private Placement Document.

The terms “you”, “your”, “he”, “contributor” and “participant” may be used interchangeably and shall have the same meaning as the definition of Participant above.

The terms “we”, “us”, “our” and “company” may be used interchangeably within the Private Placement Document and shall have the same meaning as the definition of Company above. The “Company” may be deemed to include its subsidiary/ies, parent/s and/or other related party who will be contributing to the development and completion of the Project.

The headings in the Private Placement Document are inserted for convenience only and shall not affect its construction.

Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

2. PROHIBITED PARTICIPANTS

No Prohibited Participant is to participate in the Private Token Offer. The Tokens are not available to any Prohibited Participant who is prohibited from contributing towards the Private Token Offer and acquiring, holding and using Tokens or any cryptocurrencies and/or tokens generally or to a Participant in a country where any special or particular approval or licence is required without first obtaining such approval or licence and consequently would be excluded from participating in the Private Token Offer, whether directly or indirectly.

Consequently, the Private Placement Document may only be used, and this Private Token Offer is only made, in such country where the Private Placement Document and the contribution towards the Private Token Offer and the holding of Tokens as described herein is not prohibited by law or regulation.

Any person considering participating in this Private Token Offer is required to inform themselves about, and to observe, any restrictions imposed upon them by any jurisdiction other than the laws of Malta.

Any person having access to this Private Placement Document must obtain information on whether he is a Prohibited Participant and, if applicable, comply with such restrictions.

If the Participant is a resident, citizen, national and/or green card holder of a country or territory that has declared the trade with virtual currencies or the participation in and contribution towards the Private Token Offer to be illegal, the Participant may face administrative or criminal charges when participating in this Private Token Offer.

3. PARTICIPATION AMOUNT AND PARTICIPATION PROCESS

The Participation process under this Private Token Offer will involve the Company accepting contributions of not less than the Minimum Contribution and not exceeding the Maximum Contribution per Participant, and which contributions shall be made during the Offer Period, if applicable.

The Company intends to accept contributions in ETH, BTC, LTC, GBP, BTH, DASH or another cryptocurrency, cash or combination thereof.

The Participant is entitled to Bonus in terms of this Private Token Offer, as detailed below:

Contribution	Bonus entitlement
USD 100,000	90%
From USD 50,000 to USD 99,999	75%
From USD 25,000 to USD 49,999	70%
From USD 10,000 to USD 24,999	65%
From USD 1,000 to USD 9,999	60%

The principal salient terms of the Private Token Offer are detailed in the Term Sheet attached in Annex II and explained in more detail in the rest of the Private Placement Document or the other Documents.

The Company shall grant the right to the Participants to the Private Token Offer the option to convert the Tokens to shares in the Company, which shall be offered at a fixed nominal value of 1 GBP per one (1) share.

The option shall only be exercised by the Participant to the Private Token Offer if the Company does not reach the Total Pre-Token Offer of USD 1,000,000 and the Participant has not requested a refund less any administrative charges and costs of transfer and subject to the availability of the shares of the Company.

Acceptance of the Private Token Offer, the Terms and any other documents together with the contribution made by the Participant (as outlined below in the Chronological Procedure) shall be legally binding on the Participant. Therefore to the extent that the Company refuses to accept the Contribution as outlined in this Private Placement Document and/or in the event that the Soft Cap has not been reached, the contribution shall be non-refundable.

Chronological procedure

In order to participate in, and contribute towards the Private Token Offer, the procedure shall be as follows:

1. The Participant, if interested in contributing towards the Private Token Offer, shall submit a Participation Request Form to the Company, which Participation Request Form is attached as Annex III to this Private Placement Document. The Participation Request Form can be submitted electronically via email. The Participation Request Form is a commitment in writing made by a Participant to the Company for a contribution towards the Project and is therefore legally binding on the Participant.
2. After submitting a Participation Request, the Company will evaluate the information supplied. The Company is under no legal obligation to accept any Participation Request made by a Participant. The Company shall do its utmost to make a quick decision whether a Participation Request will be accepted, or not. The Company however reserves the right to make a decision within not less than ten (10) business days.
3. Once the Participation Amount is transferred to the Company, and the Company is satisfied with the KYC requested in Annex IV and Annex V, the Company shall carry out the Conversion of Contribution to Token Formula as outlined below.
4. Once the Conversion of Contribution to Token Formula is calculated, the transfer of Tokens shall occur as outlined below. The transfer of Token shall be made to the designated Wallet, within a reasonable time after the end of the Token Offer.

Conversion of Contribution to Token Formula

The Conversion of Contribution to Token Formula shall be calculated based on the following:

- a) the mode of contribution (ETH, BTC, LTC, GBP, BTH, DASH or another cryptocurrency, cash or combination thereof) and the Exchange Rate, if applicable;
- b) the Participation Amount, keeping in mind the Minimum Contribution Amount, the Maximum Contribution amount;
- c) the Price per Token;
- d) the Bonus, if applicable; and
- e) the balance of remaining Tokens within the Maximum Token Amount at moment of receipt of contribution
- f) The basic formula should be as follows:
- g) $\text{CONTRIBUTION}_X (1 + \text{BONUS (IF APPLIES)}) = \text{NO. OF TOKENS REWARDED PRICE}$

Transfer of Tokens

- h) Tokens are issued at the sole discretion of the Company on submission of the requisite Participation Amount, and satisfaction of the following cumulative conditions:
 - i) the Participant has accepted via the Website/s or otherwise, the term of this Private Placement Document, its Annexes and any other documents forming part of the Documents;
 - j) the Participant has transferred the contribution which the Company has confirmed receipt of;
 - k) the Participation Amount satisfied the Minimum Contribution unless otherwise accepted by the Company;
 - l) the Company has received the completed Participation Request Form as per Annex III;
 - m) the Company is satisfied with the information and documentation set forth in Annex IV and the filled-in and signed questionnaire and acknowledgement set forth in Annex V and the Company has no reason to believe that the Representations made in Annex V are incorrect or false;
 - n) in the case of contribution made in ETH, BTC, LTC, BTH, DASH or another cryptocurrency, the Company has obtained a Wallet capable of receiving Tokens;
 - o) the Company has carried out the Conversion of Contribution to Token formula.

After all the above cumulative conditions are fulfilled, the transfer of Tokens shall be made to the designated Wallet address, by not later than thirty (30) working days after the Token Offer Period ends;

Token Offer

The Company shall carry a Token Offer with the aim of receiving further contributions to reach the Total Token Placement. During the Token Offer Period, contributions shall be made towards the Project in exchange for Tokens in the same manner as during the Offer Period, however no Bonus shall apply during the Token Offer Period.

The Token Offer shall be made public on the Website for the duration of the Token Offer Period.

The Company commits to burn all unallocated Tokens remaining from the Total Token Placement after the Token Offer end date.

The remaining Tokens being the difference between the Total Token Supply and the Total Public Token Placement (whether allocated or burnt) will be allocated as indicated in the White Paper or anywhere else in the Documents.

4. RISK FACTORS

The acquisition of Tokens by means of the Private Token Offer carries with it a number of risks. The Participant should carefully weigh all the risks and possible costs, including the non-exhaustive list of risks described in the Terms.

The following is a non-exhaustive disclosure of principal risk factors which are considered to be material by the Company in connection with the Private Token Offer. Participants should consider these risk factors alongside all other information provided in this Private Placement Document and the Terms and are advised to consult with their own professional advisers

(including their financial, accounting, legal, tax, technical or other advisers and experts) before deciding to obtain Tokens. In addition, Participants should be aware that the risks described herein may combine and thus intensify one another.

The Company believes that the following risk factors may even affect its own business as well as the external valuation of Tokens, which external valuation is beyond the scope and purpose of the Project. Most of these risk factors are contingencies which may or may not occur and the Company is not in a position to predict the likelihood of such contingency occurring.

The Participant hereby understands and agrees that Tokens are merely an access to the GMBS Tech Platform, services and products offered by the Company through the Platform. Tokens are not being structured or sold as a digital currency, commodity, security, financial instrument or any other form of investment in any country. Accordingly, none of the information presented in the White Paper, the Private Placement Document and the Terms is intended to form the basis for any investment decision, and no specific recommendations are intended. The 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 Private Placement Document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By acquiring, holding and using Tokens, the Participant expressly acknowledges and assumes the following risks:

- General Suitability of Token Acquisition;
- Risk of losing access to Tokens due to loss of Private key/s, Custodial Error or Participant Error;
- Risk of Mining Attacks;
- Risk of Hacking and Security weakness;
- Risk of Security weakness in the Smart Contract, Website and Tokens Source Code or any associates software and/or Infrastructure;
- Risk of no Listing or low/no Liquidity;
- Risk of an eventual unfavorable fluctuation of Tokens or Token value
- Risk of Malfunction in the Ethereum Network or any other Blockchain and of Competing Platforms;
- Risk of Uninsured Losses;
- Risk associated with uncertain Regulations and enforcement actions;
- Risk arising from Taxation;
- Risk of insufficient interest in the Platform and the Project;
- Internet Transmission Risks;
- Risk of Dissolution of the Company;
- Risk arising from Lack of Governance Rights;
- Regulatory Risks and Market Risks;
- Other Inherent Risks;
- Unanticipated Risks;

The above non-exhaustive list of risks is explained in more detail in the Terms.

5. PRIVACY POLICY

In line with its Privacy Policy, the Company values Participants' privacy by not requesting any information that is unnecessary for the holding and use of Tokens and/or for the provision of the Services or to abide with obligations under applicable law. The Company commits itself to do its utmost to ensure that, its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates shall not disclose to any person, any non-public proprietary, documents or confidential information which we may have obtained as a result of the relationship between the Parties under the Terms except to the extent necessary further to any law, regulations, rules or agreements.

Nevertheless, the Company shall be entitled, at any time, to request from the Participant information and/or documentation that the Company, in their sole discretion, deem fit and necessary in order to comply with any applicable law or regulation in connection with the holding and using of Tokens and the provision of the Services. The Participant

agrees to provide the Company with such information promptly upon request, and he acknowledges that the Company may not provide the Services to the Participant until he provides such requested information and the Company have determined that it is permissible under applicable law or regulation. The Company reserves the right to require more due diligence documentation in compliance with any new or amended regulation which may come into force in the future.

Furthermore, the duty of confidentiality does not extend to communications in furtherance of an illegal purpose nor to documents or facts showing the commissions of a crime or fraud. Moreover the Company are subject to the duty (without need to informing the Participant) to notify the police if the Company suspects that any property or money represents proceeds of corruption, drug trafficking or other consequences of any disclosure where the Company act in good faith in accordance with applicable law and the Participant acknowledges that the Company are not bound by confidentiality obligations when the disclosure is necessary in the Company's opinion to protect their own interests.

6. RIGHTS TO PARTICIPANTS

Tokens are not securities and do not carry with them any rights as may be commonly associated with securities. In particular, Tokens do not grant any rights with respect to corporate decision making. Also, Tokens do not grant a right to dividends, votes or proceeds upon liquidation or any other right to payment from the Company. Token is intended solely for mere participatory access to the Platform and certain other limited options as specified in this Private Placement Document, Terms or White Paper. Rights of the Participant in this Private Token Offer are limited to statutory and contractual rights according to the Maltese Law.

The Company retains all right, title and interest in all of its intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Website, the Project and Tokens whether or not patentable, copyrightable or protectable in trade mark, and any trademarks, copyrights or patents based thereon. A Participant may not use any of the Company's intellectual property for any reason, except with the Company's express, prior, written consent.

7. NOTICES TO PARTICIPANTS

The Private Token Offer has not been registered or qualified under any laws regulating financial instruments of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the Participants who are eligible to acquire Tokens and that restrict their subsequent transfer. Furthermore, the Company has not taken any action to obtain or apply for e-money licence, payment processor or virtual currency business licenses or registrations in any jurisdiction. The Company does not intend to operate in any jurisdictions that require such licenses or registration, and we are only issuing Tokens in jurisdictions where such licenses or registrations are not required.

8. CHANGES TO THIS PRIVATE PLACEMENT DOCUMENT

The information contained in the Private Placement Document is accurate as of the date of this Private Placement Document. Any new significant fact, or material error or inaccuracy concerning the information contained in the Private Placement Document that can influence the assessment of the Company and the Tokens and the Project and which arises or becomes known to the Company between the date of the Private Placement Document and the Offer End Date or Crowd Funding End Date as the case may be, will be made public on the Website. In addition, the Company reserves the right to update and modify this Private Placement Document at any time after the Offer Launch Date. It is not intended that any amendments be made during the Offer Period or during the Crowd Funding Event, if applicable, but this cannot be excluded. If you decide to participate in this Token Offer, you will be required to declare to have read and understood the Private Placement Document and the other Documents in the form valid at the time of participation in the Token Offer. The Company assumes no responsibility to keep you updated about changes made to this Private Placement Document and you are required to carefully read the version valid in the Offer Period.

This Private Placement Document may not contain all the information that may be important to the Participant. The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in the Private Placement Document or the Documents.

9. ASSIGNABILITY



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The Company may at its own discretion, assign, transfer, licence, subcontract or otherwise transfer or alienate in any other manner all or any part of its rights, benefits or obligations with regard to the Company, Tokens and the Project under this Private Placement Document to any person without restriction.

Contact Details:

If you have questions regarding the Private Token Offer, Tokens and the Project, you may contact the Company via telephone +44 207 096 0554 or via email compliance@gbmstech.io during regular Malta business hours on any Business Day.

ATST TERMS AND CONDITIONS



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Annex I – Click the following link [WhitePaper](#)

<https://www.gbmstech.io/wp-content/uploads/2018/10/Accumulus-Threat-Shield-Whitepaper-1.1.pdf>

Annex II – Term Sheet

Dear Prospective Participant,

GBMS Tech Ltd, is in the process of offering up to One Hundred And Ninety Four Million, Four Hundred And Twenty Nine Thousand, Three Hundred And Eighty Four (194,429,384) Tokens. As a person known to us, we would like to extend to you, the opportunity to participate in and contribute towards our token offer if you desire. The terms of the Private Token Offer are set forth briefly in the Term Sheet attached hereto, as well as in the Documents which are available upon request.

This letter and the enclosed materials do not constitute an offer of securities to the public by the company in terms of Article 2 paragraph (3) of the Companies Act (Cap. 386 of the Laws of Malta).

If you have any other questions or are interested in the opportunity to participate, please feel free to contact us directly.

Regards,

GBMS Tech Ltd

Email: compliance@gbmstech.io Telephone: +44 207 096 0554

ATST TERMS AND CONDITIONS

Issuer/ Company	GBMS Tech Ltd	
Token Name	Accumulus Threat Shield token	
Token Symbol	ATST	
Total Token Placement	194,429,384	
Total Token Supply	318,943,989	
Price per Token	USD 0.10	
Form of Payment for Tokens	ETHEREUM ETH, BITCOIN BTC, LITE COIN LTC, GREAT BRITISH POUND GBP, BITCOIN CASH BTH, DASH at the exchange rate as published by Bitstamp on https://www.bitstamp.net/ on the subsequent day of receipt of participation amount at 18:00 CET on the first working day following receipt.	
Offer Launch Date	25 TH July 2018	
Offer End Date	1 st December 2019 (Subject to availability)	
Utility of Token	Access to the Platform and the distributed ledger facilities available on the Platform	
Documentation	White Paper, Private Placement Document, Privacy Policy, Terms & Conditions and Website	
Token Distribution	ICO Marketing (Bounty, Airdrop, PPC, PPM)	9,415,809.00
	ICO Advisory	15,947,199.45
	Threat Finders Fees	31,894,398.92
	Community Growth	15,947,199.46
	Token Creation	3,468,400.00
	Development Fund	15,947,199.46
	Retained by GBMS	15,947,199.45
	Growth Fund	15,947,199.45

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Annex III - Participation Request Form

GBMS Tech Ltd 1 Berkley Street, Mayfair, London W1J 8DJ.

UK

Email: compliance@gbmstech.io

Terms used in this Participation Request Form have the meaning ascribed to them in the Private Placement Document and the Documents, if applicable.

In case of Individual Participants:

_____	_____
Academic Title	Full Name
_____	_____
Date of Birth	Address
_____	_____
ZIP Code	Place
_____	_____
Country of Nationality	Telephone

E-Mail	

In case of Corporate or other Participants:

_____	_____
Name of Entity	Company Registration No.
_____	_____
Date of Registration	Address
_____	_____
Country of Registration	Telephone

E-Mail	

I hereby write to express my request to participate in the Private Token Offer and by signing this Request Form I confirm that:

- a) I have read and understood the Private Placement Document carefully and accept it;
- b) I have read and understood the Terms carefully and accept it;
- c) I have read and understood all other Documents carefully and accept them;
- d) I confirm that I am not a Prohibited Participant;

- e) I am aware that I am legally bound by my contribution for Tokens in this Form.
- f) The Wallet from which I have made the contribution towards the Project is beneficially owned by me and to the extent that the contribution has been made from a Wallet, I confirm that the Wallet, the details of which I shall provide to the Company, is likewise beneficially owned by me.

I also undertake to transfer immediately the amount of contribution upon acceptance by the Company of this Participation Request Form. I hereby approve and acknowledge that I have no right of withdrawal to rescind the agreement once I have transferred the amount of contribution.

I herewith make a Participation Request for the following amount of Tokens.

Amount of Contribution	
Deposit Received	
Discount	
Accumulus Threat Watch tokens to be Allocated	
Mode of Contribution	
For Accumulus Threat Watch token distribution please supply your ERC-20 Compatible wallet address from which you hold the private key (Non-exchange wallets only, no refunds if incorrect wallet used).	Wallet address:
Country of Residence	
Date of Transfer	

Signature

Annex IV - Know Your Client and Anti Money Laundering Requirements

To complete online KYC follow the link to register: <https://ico.gbmstech.io/>

If you are unable to complete the online registration, please complete the following KYC section below.

For KYC (Know Your Client) we ask you to provide the Company with:

Individual Participants:

1. A certified true copy of Passport; and
2. Proof of Residential Address (i.e. a certified true copy of utility bill not older than three months).
3. For Participants Transferring EUR - Bank Account Ownership (such approval can be a letter or a statement from the Bank).

Corporate or other Participants:

1. Certified true copy of Certificate of Incorporation or similar Constitutive Document.
2. Certified true copy of Shareholders Register, Stockholders Ledger or Certificate of Incumbency (or any similar corporate document showing the shareholders of the entity).
3. For each ultimate beneficial holder of the entity – Certified true copy of Passport;
4. For each ultimate beneficial holder of the entity - Proof of Residential Address (i.e. a certified true copy of utility bill not older than three months).

For Participants Transferring EURO (or other fiat currency) - Bank Account Ownership (such approval can be a letter or a statement from the bank);

The Certification of a True Copy of the Original Document must state:

- a) The document is a true copy of the original.
- b) The name and capacity of the certifier.
- c) The date of certification.

The Certification of a True Copy of the Original Identification Document must state:

- a) The document is a true copy of the original document;
- b) The document has been seen and verified by the certifier; and
- c) The photo is a true likeness of the applicant for business or the beneficial owner, as the case may be.

The Certification of a True Copy of the Proof of Residential Address Document must state:

- a. The document is a true copy of the original; and
- b. The document is verifying the identity and the residential address of the individual to whom the certification relates.

Please send both a scanned copy of the certified KYC documents to (name of recipient)

And the original certifications to the following address: GBMS Tech Ltd

1 Berkley Street,
Mayfair, London W1J 8DJ. UK
Email: compliance@gbmstech.io

Annex V - Questionnaire and Acknowledgement

In connection with the acquisition of Tokens from the Company, the undersigned hereby represents, warrants and agrees as follows:

1. **Name of Participant:** _____
2. **Type of Participant:** please tick one of the following to indicate the entity type for the Purchaser:
 - Individual
 - Company
 - Partnership
 - Trust
 - Private Foundation
 - Other, please specify: _____
3. **Country of Legal Domicile:** please specify the country in which the Participant is legally domiciled:

4. **Additional Representations:** please tick where true:
 - I, or my immediate family members and/or close associates, am/are not a politically Exposed Persons;
 - I have never been adjudged bankrupt;
 - I have never been subject to any investigation by a governmental, professional or other regulatory or statutory body;
 - I have never been a director, shareholder or manager of a business entity which has been the subject of any investigation as aforesaid, or which has been adjudged bankrupt, compulsorily wound up or has made any compromise or arrangement with its creditors;
 - I have never been convicted of any criminal offence in any jurisdiction (other than a minor offence in connection with the use of a motor vehicle) and no criminal proceedings were instituted and/or are pending against me in any jurisdiction;
 - None of the funds (GBP) or property (ETH, BTC, LTC, BTH, DASH) that the Participant has contributed to the Company further to the Private Token Offer has been derived from, or related to, any activity that is deemed criminal under the laws of any applicable jurisdiction;
 - No contribution made by the Participant to the Company and no allocation of Tokens to the Participant from the Company shall cause the Company to be in violation of the Prevention of Money Laundering Act (Cap. 373 of Laws of Malta), Prevention of Money Laundering and Funding of Terrorism Regulations (Legal Notice 180 2008), Criminal Code (Cap. 9 of Laws of Malta), (EU) 2015/849 - Fourth Money Laundering Directive, Regulation (EU) 2015/847 on information accompanying transfers of funds.
5. **Additional Information:**
 - a) The Participant agrees to provide to the Company any additional information regarding the undersigned that the Company deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities.
 - b) The Participant understands that the Company may release confidential information about the Participant and, if applicable, any underlying beneficial owners, if the Company, in its sole discretion, determines that it is in the best interests of the Company in light of relevant rules and regulations.



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The undersigned hereby undertakes to promptly notify the Company if at any time the undersigned is unable to satisfy the agreements set forth herein or if the representations set forth herein cease to be true.

Full Name of the Participant

Signature of the Participant

Date: _____

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