

PLEASE READ THIS CAREFULLY. BY PURCHASING THE XX COINS YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

NO GOVERNMENTAL AUTHORITY HAS REVIEWED THIS AGREEMENT OR THE WHITEPAPER OR ANY OTHER RELATED DOCUMENTS OR COMMUNICATIONS OR CONFIRMED THE ACCURACY, TRUTHFULNESS, OR COMPLETENESS OF THIS AGREEMENT OR THE WHITEPAPER OR ANY RELATED DOCUMENTS OR COMMUNICATIONS. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

THE DISTRIBUTION OF THE XX COINS MAY BE PROHIBITED OR RESTRICTED BY THE LAWS, REGULATORY REQUIREMENTS, AND RULES OF YOUR JURISDICTION. NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE XX COINS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IN THE CASE WHERE ANY RESTRICTION APPLIES, YOU ARE TO INFORM YOURSELF ABOUT, AND TO OBSERVE, ANY RESTRICTIONS WHICH ARE APPLICABLE AT YOUR OWN EXPENSE AND WITHOUT ANY LIABILITY TO THE COMPANY. THE XX COINS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE LAWS.

NOTICE TO RESIDENTS OF THE UNITED STATES

THIS DOCUMENT IS NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF, OR ANY PERSON LOCATED OR DOMICILED IN THE UNITED STATES. THE INSTRUMENTS BEING OFFERED HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY U.S. STATES. THE INSTRUMENTS BEING OFFERED ARE RESTRICTED SECURITIES UNDER THE U.S. SECURITIES ACT AND MAY NOT BE OFFERED, SOLD, RESOLD OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN RULE 902 OF REGULATION S UNDER THE U.S. SECURITIES ACT) DURING THE APPLICABLE DISTRIBUTION COMPLIANCE PERIOD WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE U.S. SECURITIES ACT. WARRANTS ASSOCIATED WITH THE INSTRUMENTS (IF ANY), AND ANY INSTRUMENT THAT MAY BE ISSUED UNDER SUCH WARRANTS, HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND MAY NOT BE EXERCISED BY OR ON BEHALF OF ANY U.S. PERSON UNLESS REGISTERED UNDER THE U.S. SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE AND COMPLIED WITH TO THE SATISFACTION OF THE COMPANY. HEDGING TRANSACTIONS WITH REGARD TO THE INSTRUMENTS SHALL ALSO BE PROHIBITED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT. THIS INSTRUMENT HAS NOT BEEN APPROVED FOR TRADING BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED.

xx labs SEZC
XX COIN SUBSCRIPTION AGREEMENT

THIS XX COIN SUBSCRIPTION AGREEMENT (this “Agreement”) is entered into by and among the undersigned purchaser (the “Subscriber” or “You”) and xx labs SEZC (formerly WBM Corp. SEZC), an exempt company incorporated in the Cayman Islands as a special economic zone company with company number: 348920, and having its registered office at c/o Hermes Corporate Service Ltd., Fifth Floor, Zephyr House, P.O. Box 31493, George Town, Grand Cayman KY1-1206, Cayman Islands (the “Company”) and governs the purchase of cryptographic coins called xx coins (the “xx coins”) and your use of the related xx messenger reward which provides for the delivery of additional xx coins pursuant to the terms described in Section 2(E). The Subscriber and the Company are herein individually referred to as a “Party” and collectively, as the “Parties”.

RECITALS

WHEREAS, the Company is developing a fullstack decentralized blockchain messaging and payments platform (the “Platform”) that allows users to communicate and exchange value securely and confidentially. The Platform aims to facilitate mainstream adoption of blockchain technology through scaling and enabling the processing of high transaction volumes while protecting user’s digital sovereignty using a combination of open-source software and proprietary software developed by the Company and its affiliates (the “xx network Software”), as further described in the xx network White Paper, the xx consensus White Paper, the xx Economics White Paper and the xx cMix White Paper with executive summary located at <http://xx-coin.io/>, <http://sale.xx-coin.io/> and/or sent in email. The xx network White Paper, the xx consensus White Paper, the xx Economics White Paper and the xx cMix White Paper may be amended by the Company unilaterally at any time and at its sole discretion.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, intending to be legally bound hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Subscription.** Subject to the terms contained herein, the Subscriber hereby subscribes (the “Subscription”) to purchase from the Company, and the Company hereby agrees to issue and sell to the Subscriber, a portion of xx coins proposed to be initially issued by the Company having a projected total supply of one billion xx coins upon MainNet Launch (as defined below).

2. **xx coins, Method of Payment.**

A. The Subscriber hereby subscribes to purchase [number of xx coins] (the “Purchase Amount”) xx coins for a total purchase price of US\$[] (the “Purchase Price”). Payment of the Purchase Price shall be made at the time of Subscription by delivery of funds to the Company in accordance with the Company’s instructions. The price per xx coin to determine the aggregate Purchase Price shall be \$1.60. There is no guarantee that the xx coins shall be valued on the same basis by independent third parties, and the Company does not represent that the proposed valuation represents the fair market value of the xx coins. The total number of xx coins the Subscriber shall be entitled to shall be rounded down to the nearest whole number in the event that the Purchase Price paid by the Subscriber would result in a total number of xx coins that contains a fraction, and any remaining amount shall not be refunded but shall be donated to an unaffiliated organization focused on privacy preserving technology solutions that shall be chosen in the Company’s sole discretion. You hereby agree to the donation of any

such excess amount paid with respect to your Purchase Price and waive any claims for refunds representing fractional xx coin interests.

B. The Company will accept payment for the xx coins purchased under this Agreement in U.S. dollars, USD Coin (“USDC”), USD Tether (“USDT”) and Ether (“ETH”). In the case of payment in U.S. dollars, subject to maximum purchase amount, no Subscription Agreement having a Purchase Price in an amount less than \$20,000 will be accepted by the Company. The Subscriber shall make the required payment to the Company in consideration for the Subscriber’s purchase of the xx coins via (i) wire transfer to a bank account designated by the Company, in the event that the Purchase Price is payable in U.S. dollars, or (ii) pursuant to the procedures set forth on the Company’s portal on Tokensoft.io (“Tokensoft”), the platform through which the xx coins are being offered and sold. For purposes of this instrument, the value of the Purchase Price shall be deemed in U.S. dollars whether the Subscriber pays in USD, USDC, USDT and/or ETH, valued at the Applicable Exchange Rate for BTC, USDC, USDT and ETH. The term “Applicable Exchange Rate” shall mean the volume-weighted average hourly price as specified for such virtual currency’s index price identified on Nomics.com (“Nomics”) in the one hour immediately prior to Subscriber submitting the payment transaction on the relevant blockchain network; *provided, however*, that in the event that Nomics’ indices experience technical issues in such period that affect the accuracy of the volume weighted average price, the Company will use its reasonable best efforts to determine the volume-weighted average price for such period.

C. Subscriber acknowledges and understands that the proceeds from the sale of the xx coins will be utilized by Company in its sole discretion.

D. Subscriber acknowledges and understands that the minimum Subscription amount shall be US \$5000.00 or such equivalent in BTC, USDC, GUSD or ETH.

E. So long as the Company determines in its sole discretion that prior to January 31, 2022, Subscriber has downloaded and transmitted a message via the messaging service provided by the Company on the xx network Software, an additional amount of xx coins (the “Reward Amount”) equal to the Purchase Amount will be delivered to Subscriber on the Lock-Up Date (such that in the event Subscriber is eligible for xx coins pursuant to this Section 2(E), the total amount of xx coins delivered to Subscriber on the Lock-Up Date (as defined in Section 3 below) shall be twice the Purchase Amount).

F. xx coins (including the Reward Amount) are anticipated to be distributed on or about the Lock-Up Date (as defined in Section 3 below).

G. All xx coins delivered to Subscriber, including the Reward Amount and Purchase Amount, will be subject to the transfer restrictions imposed on xx coins during the Lock-Up Period pursuant to Section 9(D).

3. **Closing.** This Agreement shall not be binding on the Company until the satisfaction of each of the Closing Conditions set forth in Section 6 below and this Agreement has been accepted by the Company, which shall be evidenced by the Company countersigning this Agreement and the delivery thereof to the Subscriber. The closing of the purchase and sale of the xx coins shall occur upon the Company’s acceptance of this Agreement and the delivery of the Purchase Price by the Subscriber to the Company (at which point, the Purchase Price shall be deemed disbursed to the Company) prior to the Closing and, if applicable, the requirements of Section 2(E) are met (altogether the “Closing”). The xx coins shall be delivered to the Subscriber on the Lock-Up Date and at the blockchain address provided to the Company by Subscriber. As used herein, the “Lock-Up Date” shall mean the date of the closing of the offering of xx coins under this Agreement and all other xx coin Subscription Agreements and the beginning of the applicable distribution compliance period as defined in Rule 902(f) of Regulation S (“Reg S”) under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”).

4. **Acceptance of Subscription.** The Subscriber understands that this Subscription is not binding on the Company unless and until it is accepted by the Company. If this Subscription is not accepted by the Company, then the funds transmitted herewith shall be returned to the Subscriber, without interest, for payments received in USDC, USDT or ETH, the return of funds will be denominated and paid in the same form of such virtual currency actually received by the Company, and this Agreement shall be null and void. If some, but not all, of this Subscription is accepted, the amount of the Purchase Price tendered for this Subscription shall be appropriately modified and any amount of the initial payment paid in excess of the accepted portion of the Subscription shall be returned to the Subscriber, without interest and, in the event that such Purchase Price has been tendered in USDC, USDT or ETH, the return of excess amounts will be denominated and paid in the same form of such virtual currency actually received by the Company. The Company intends to allocate xx coins in a manner consistent with Reg S and the goals described in the Information Documents (as defined below), which goals include achieving a sufficiently distributed and decentralized community of xx coin holders. Accordingly, the Company may impose restrictions on the amount (if any) of xx coins an individual may purchase in its sole discretion, and these restrictions may be adjusted from time to time in the Company's sole discretion. While the Company intends to communicate such restrictions clearly and consistently, in no way shall such communications prohibit the Company from exercising its discretion to accept or reject (in whole or in part) a Subscription Agreement. Initially, the Company anticipates restricting purchases of xx coins to a maximum of \$250,000.00 per Subscriber.

5. **Subscription Irrevocable.** Except as provided in Section 4, this Subscription is irrevocable and the Subscriber agrees it is not entitled to cancel, terminate, or revoke this Subscription. The Subscriber agrees and acknowledges that the Subscriber's subscription will not be returned, except in the event that the Company rejects the subscription in whole or in part, which it may do in its sole discretion. The Subscriber fully acknowledges, understands and agrees that this Agreement shall become effective and binding on the Subscriber upon the earlier of (a) the signature of this Agreement by the Subscriber; or (b) the moment the Subscriber ticks the check-box on the website of the Company to indicate and confirm that it has read, acknowledged, understood and agrees to the terms of this Agreement and clicks submit; or (c) the moment the payment is made by the Subscriber for the xx coins.

6. **Conditions to Obligations of the Company.** The obligations of the Company to issue the xx coins to the Subscriber on the Lock-Up Date are subject to the fulfillment (or waiver by the Company), before, at, or after the time of the Closing as applicable, of each of the following conditions:

A. *Execution of Subscriber Documents.* The Subscriber will have executed and delivered (i) this Agreement and (ii) all other requisite questionnaires and documents required on and through Tokensoft or otherwise by the Company, including the completion of any relevant KYC/AML procedures and submission of additional information regarding the Subscriber's beneficial ownership if such Subscriber is an entity. Collectively, this Agreement and all requisite documents and information required through Tokensoft are hereinafter referred to as the "Subscriber Documents."

B. *Accuracy of the Subscriber's Representations.* The representations made by the Subscriber in the Subscriber Documents (which are incorporated by this reference as part of this Agreement) shall be accurate in all material respects when made and at the time of the Lock-Up Date and during the Lock-Up Period.

C. *Performance by the Subscriber.* The Subscriber shall have duly performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by the Subscriber before and after the Lock-Up Date including, without limitation, payment to the Company of the Purchase Price and the submission of sufficient documentation and records to permit the Company to verify that the Subscriber is not a U.S. Person, as defined in Rule 902 of Reg S.

7. **Information Documents.**

A. *Receipt of Information Documents.* The Subscriber has been furnished with and hereby acknowledges receipt of the following documents (collectively, the “Information Documents”): (i) Subscriber Documents; (ii) the xx network White Paper, the xx consensus White Paper, the xx Economics White Paper and the xx cMix White Paper generally describe the Company’s proposed technology, business and the xx coins, (iii) the Risk Factors set forth in Exhibit A, and (iv) the xx coin Recipient Eligibility Criteria in Exhibit B.

B. *Information Document Acknowledgement.* The Subscriber has reviewed to the extent the Subscriber deemed appropriate, and understands, the contents of the Information Documents. The Subscriber acknowledges that the Company has provided the Subscriber with information about the subscription in the xx coins in light of the Subscriber’s business and financial sophistication.

8. **Representations of the Company.** The Company represents and warrants to the Subscriber that the Company is a Cayman Islands exempted company incorporated with limited liability and, to its knowledge, has all requisite power and authority to carry on its business as proposed to be conducted and to issue the xx coins to the Subscriber.

9. **Covenants and Representations of the Subscriber.** Knowing the Company will rely on the following information to determine the applicability of various securities laws, the suitability of the Subscriber as an investor in the Company, and for certain other purposes, the Subscriber hereby covenants, represents and warrants (as applicable) to the Company that:

A. *No Violation.* The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of, or result in the breach of, any applicable laws, the memorandum and articles of association, articles of incorporation, bylaws or other organizational documents, if applicable; (b) any provision of any judgment, decree or order to which the Subscriber is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which the Subscriber is a party or by which it is bound; or (d) any laws applicable to the Subscriber. The Subscriber is not a citizen or resident of or beneficially owned by a citizen or a resident of a country where the purchase or distribution of the xx coins would be prohibited or a country otherwise prohibited in participating in the sale of xx coins as described on Tokensoft (each a “Restricted Person”). The Company is not bound by this Agreement if either this Agreement has been entered into by a Restricted Person as the Subscriber, for the account or benefit of a Restricted Person, or any third party acting as the Subscriber has entered into this Agreement or has purchased xx coins on behalf of a Restricted Person. The Company may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement.

B. *xx coins Not Registered.* The Subscriber understands the xx coins will not be registered under the U.S. Securities Act, or qualified under the securities law of any state in the United States and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act.

C. *Investment Intent.* The Subscriber is acquiring the xx coins subscribed hereby solely for the Subscriber’s own account for investment and not on behalf of other persons and not with a view to or for resale, division, or distribution thereof, or the grant of any participation therein. The Subscriber has no present intent to distribute or sell to any other person any of such xx coins or to grant any participation therein.

D. *Transfers Restricted.* The Subscriber understands there are substantial restrictions on the transferability of the xx coins imposed by the U.S. Securities Act and the securities laws of the states or

jurisdictions in which the xx coins are sold. As such, the Subscriber acknowledges the xx coins may not be sold or otherwise transferred except (i) in accordance with an effective registration statement under applicable securities laws; or (ii) in accordance with a transaction which, in the opinion of counsel acceptable to the Company, will not be in violation of applicable securities laws. The Subscriber acknowledges and agrees that the xx coins shall be subject to a minimum of a one year restriction (the “Lock-Up Period”) on transfer from the Lock-Up Date, and that the Company may impose additional transfer restrictions (including extension of the Lock-Up Period) on such Subscriber’s xx coins as the Company reasonably determines is necessary in its sole discretion. The Subscriber agrees the Subscriber will not, directly or indirectly, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of the xx coins or the Subscriber’s interest in the xx coins, or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part thereof except (i) in accordance with the terms of this Agreement, (ii) in compliance with the registration requirements and any other applicable provisions of the U.S. Securities Act (and any other applicable federal, state or international securities laws), or under valid exemptions therefrom or (iii) in accordance with any other transfer restrictions imposed by the Company. There may not be any public market for the xx coins, and it may not be possible for the Subscriber to liquidate the Subscriber’s purchase of the xx coins. Accordingly, the Subscriber understands it may have to hold the xx coins for an indefinite period of time.

E. *Risks.* The Subscriber recognizes that an investment in the xx coins involves a significant degree of risk and understands such risks, including, without limitation, those risks set forth in Exhibit A attached hereto. The Subscriber is aware that any forward-looking statements made by the Company in connection with the offer and sale of the coins, such as statements of the Company’s strategies, plans, objectives, expectations and intentions, involve substantial risks and uncertainties. The Company’s actual results could differ materially from those anticipated in these forward-looking statements. The Subscriber recognizes that a purchase of the xx coins involves substantial risks, including without limitation, the lack of demand for xx coins, the inability to ever sell such xx coins, and that the actual performance of the xx coins could differ materially from those anticipated by the Company in any forward-looking statements.

F. *Restricted Securities.* The xx coins shall be restricted securities under the U.S. Securities Act and instruments representing the xx coins (if any) will contain one or more legends substantially as follows:

THE XX COINS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT COVERING THE TRANSFER OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT REGISTRATION UNDER THE SECURITIES ACT OR STATE SECURITIES LAWS IS NOT REQUIRED FOR SUCH TRANSFER.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES AGREES THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (B) PURSUANT TO REGISTRATION UNDER THE U.S. SECURITIES ACT, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (C) PURSUANT TO AN

AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

G. *Sophistication.* The Subscriber has such knowledge and experience in business and financial matters as to be capable of evaluating the Company and the proposed activities thereof and the risks and merits of an investment in the Company and of making an informed investment decision therein.

H. *Proportionality and Suitability.* The number of xx coins subscribed for by the Subscriber is not unreasonably large when compared with the Subscriber's total financial capacity and, therefore, the Subscriber can bear the economic risk of the investment, including a complete loss thereof without impairing the Subscriber's ability to provide for the Subscriber (and, in the case of an individual Subscriber, his or her family) in the same manner as the Subscriber was prior to making such investment. The nature and amount of the investment is suitable for the Subscriber and consistent with the Subscriber's overall investment program and financial condition.

I. *Non-U.S. Persons.* The Subscriber hereby represents, warrants and covenants as follows:

i. Subscriber certifies that the Subscriber meets the recipient eligibility requirements set forth in Exhibit B of this Agreement (the "xx coin Recipient Eligibility Criteria") and, in particular, certifies that the Subscriber is (i) not a "U.S. Person" as defined in Rule 902 of Reg S (a "U.S. Person") or is not deemed to be a U.S. Person under Rule 902(k)(2) of Reg S; (ii) is not domiciled and has their principal place of business outside the United States as defined in Reg S (the "United States"); and (iii) is not acquiring xx coins for the account or benefit of a U.S. Person. In addition, the Purchaser has been advised that this Agreement is being treated as a security under U.S. law that has not been registered under the U.S. Securities Act, or any state securities laws and, therefore, cannot be transferred to U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available.

ii. The Subscriber acknowledges and is aware that in order to comply with Reg S as promulgated under the U.S. Securities Act, and other regulations, transfer of xx coins to U.S. Persons and persons of other jurisdictions are limited. In particular, pursuant to 17 C.F.R. § 230.903(3)(iii)(B)(2), the Subscriber agrees to resell the xx coins only in accordance with the provisions of Reg S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration, and agrees not to engage in hedging transactions with regard to the xx coins unless in compliance with the U.S. Securities Act. In addition, Subscriber's xx coins may not be used, assigned, sold, traded, exchanged or otherwise transferred to any person in a restricted jurisdiction until such jurisdiction is no longer restricted. Additional transfer restrictions may continue to apply to Subscriber's xx coins based on certain regulatory treatment in certain jurisdictions. The Subscriber will (i) conduct all of its activities under this Agreement outside the United States at all times and in accordance with applicable law and in satisfaction of Reg S; and (ii) ensure that any transaction involving xx coins in which it is a party is an "offshore transaction" (as such term is defined in Reg S).

iii. The Subscriber has not engaged and Subscriber will not engage or cause any third party to engage in any directed selling efforts (as defined in Reg S) in the United States with respect to the xx coins (or an interest in the xx coins or hedge transactions associated with the xx coins).

iv. The Subscriber will not assign this Agreement pursuant to Section 21 to any person that is a U.S. Person.

v. The Subscriber consents to the placement of a legend on any certificate, note or other instrument (if any) evidencing the xx coins and understands that the Company will be required to refuse to register any transfer of xx coins not made in accordance with applicable U.S. securities laws.

vi. The Subscriber is not a “distributor” of securities, as that term is defined in Reg S, nor a dealer in securities. The Subscriber is purchasing the xx coins as principal for its own account, for investment purposes only and not with an intent or view towards further sale or distribution (as such term is used in Securities Act §2(11)) thereof, and has not pre-arranged any sale with any other purchaser and has no plans to enter into any such agreement or arrangement.

vii. The Subscriber is not an Affiliate of the Company nor is any Affiliate of the Subscriber an Affiliate of the Company. An “Affiliate” is an individual or corporation, partnership, trust, incorporate or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (each of the foregoing, a “Person”) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. Any investment fund or managed account that is managed on a discretionary basis by the same investment manager as the Subscriber will be deemed to be an Affiliate of the Subscriber.

viii. The Subscriber understands that the xx coins have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The xx coins are “restricted securities” within the meaning of Reg S, promulgated under the Securities Act.

ix. The Subscriber acknowledges that the xx coins may only be sold offshore in compliance with Reg S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the xx coins under Reg S, the Company will not register a transfer not made in accordance with Reg S, under an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act, and any receipt of related xx coins may be void if such resale conditions are not complied with by Subscriber.

x. The Subscriber represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the offering of the xx coins, including: (a) the legal requirements within its jurisdiction for the purchase of the xx coins; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the xx coins. The Subscriber’s purchase and its continued beneficial ownership of the xx coins will not violate any applicable securities or other laws of the jurisdiction of its residence.

J. *Authorization of Agreement, etc.* The Subscriber has the full capacity, power and authority to execute and deliver to the Company this Agreement and the Subscriber Documents. This Agreement and the Subscriber Documents are the legal, valid and binding obligations of the Subscriber enforceable against the Subscriber in accordance with their terms, except as such enforceability may be affected by (a) applicable bankruptcy, reorganization, insolvency, moratorium and other similar laws and court decisions of general application, including, without limitation, statutory and other laws regarding fraudulent or preferential transfers relating to, limiting or affecting the enforcement of creditors’ rights generally; or (b) general principles of equity, including the effect of such general principles of equity upon the specific enforceability of any of the remedies, covenants or other provisions contained herein or therein and their application (regardless of whether enforcement is considered in a proceeding at law or in

equity or in accordance with arbitration) as such principles relate to, limit or affect the enforcement of creditors' rights generally.

K. *No Equity Stake.* The Subscriber understands that the xx coins do not represent any form of equity interest in the Company, any dApps, its parent company or any affiliate thereof, nor any debt obligation of the Company or its affiliates. The Subscriber has no right against the Company or any other affiliate thereof except in the event of the Company's breach of this Agreement or intentional fraud.

L. *Update of Representations; Reliance by the Company.* All information the Subscriber has provided or will provide to the Company in connection with this Agreement is true, correct and complete as of the date of execution of this Agreement and as of the date of the Closing and the Lock-Up Date and during the Lock-Up Period. The Subscriber will promptly provide to the Company written notice of any material changes in such information and such information will be true, correct and complete as of the date given and as of the date of the Closing, Lock-Up Date, and during the Lock-Up Period.

M. *Anti-Money Laundering Compliance.* To the extent required by any governmental authority or by applicable law, the Subscriber represents and warrants that it complies with all anti-money laundering and counter-terrorism financing requirements. None of the funds, including virtual currency or cryptocurrency, that the Subscriber uses to purchase the xx coins are derived from or related to any unlawful activities, including money laundering or terrorist financing, and the Subscriber will not use the xx coins to finance, engage in, or otherwise support any unlawful activities as may be defined by any governmental authority, including any United States federal or state, or international, laws and regulations, the Proceeds of Crime Law (2019 Revision) of the Cayman Islands and anti-money laundering laws and regulations. Neither the Subscriber, nor any person having a direct or indirect beneficial interest in the Subscriber, if applicable, or any person for whom the Subscriber is acting as agent or nominee in connection with the xx coins, is the subject of (or is subject to) sanctions administered or enforced by any governmental authority, or is organized or residing in a country or territory that is the subject of country-wide or territory-wide sanctions administered or enforced by any governmental authority. Any and all payments by the Subscriber under this Agreement will be made only in the Subscriber's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force.

N. *Tax Considerations.* The Subscriber is not relying on the Company or any of the Company's professional advisers with respect to individual tax considerations involved in an investment in the xx coins. The Subscriber understands and acknowledges there can be no assurances as to the tax results of an investment in the xx coins and the ownership thereof.

O. *Allocation and Sale of xx coins to Company Service Providers.* Subscriber understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of xx coins, including people who may work on the development and implementation of the xx network Software or who may work for Company's future businesses or affiliates which Company may establish with a portion of the proceeds from the sale of xx coins.

P. *Access to Information.* The Subscriber has either consulted its own investment adviser, attorney or accountant about the investment in and proposed purchase of the xx coins and the suitability to the Subscriber or chosen not to do so, despite the recommendation of such course of action by the Company. The Subscriber (or its professional advisers) has been provided an opportunity to ask questions of, and the Subscriber has received answers thereto that are satisfactory to the Subscriber from, the Company and its representatives regarding the Company, the Information Documents and other matters pertaining to the Company and this investment, and the Subscriber has obtained all additional information requested by the Subscriber. The Subscriber acknowledges that the Subscriber has received or had the

opportunity to request and review all information regarding the Company and this investment material to the Subscriber's investment decision regarding the xx coins.

Q. *No Representations, Warranties or Covenants.* None of the Company or any of its officers, directors, employees, managers, members, agents or affiliates has made any oral or written representations, warranties or covenants to the Subscriber, other than those expressly set forth herein.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE XX COINS, THE ALLOCATION AND DISTRIBUTION OF THE XX COINS, OR THE PLATFORM. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, RESULTS OF THE PLATFORM LAUNCH AND FUTURE OPERATION, AS WELL AS ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ABSENCE OF ANY DEFECTS WITH RESPECT TO THE XX COINS, OR THE ABILITY OF ANYONE TO MAKE PAYMENTS, USE THE XX COINS AND PURCHASE XX COINS, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE PROCESS OF PURCHASING XX COINS OR RECEIVING XX COINS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE XX COINS ARE RELIABLE AND ERROR-FREE. THE SUBSCRIBER ACKNOWLEDGES AND UNDERSTANDS THAT THE SUBSCRIBER MAY LOSE ANY AND ALL MONEY AND/OR OTHER FUNDS, INCLUDING VIRTUAL CURRENCY OR CRYPTOCURRENCY, PAID FOR THE XX COINS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SUBSCRIBER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

R. *Deemed Jurisdiction of the Transfer of xx coins.* Subscriber acknowledges and agrees that this Agreement is an Agreement between Subscriber and the Company, a Cayman Islands entity. Subscriber further acknowledges and agrees that the sale of xx coins and transfer of title to the xx coins, and any transactions relating thereto, shall be deemed to have occurred in the Cayman Islands.

10. **Indemnification.** The Subscriber agrees to indemnify, hold harmless and reimburse the Company and its officers, directors, employees, managers, members, agents and affiliates and any person acting on behalf of any of the foregoing (the "Indemnified Parties"), from and against all expenses or amounts paid (including legal and arbitration fees and expenses of counsel), damage, loss, penalty, liability, cost and expense (including reasonable attorneys' fees) which any of them may incur by reason of any breach of this Agreement by the Subscriber, including, without limitation, any inaccuracy contained in the Subscriber's representations, warranties or agreements in this Agreement or in any questionnaire. The Company reserves the right to exercise sole control over the defense, at the Subscriber's expense, of any claim subject to indemnification hereunder. Any Restricted Person who makes payments, uses the xx coins and/or purchases xx coins or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds the Indemnified Parties harmless from any damages that may arise from or is a result of such person's unlawful, unauthorized or fraudulent

making of payments, use of the xx coins and/or purchase of xx coins. Any Restricted Person who makes payments, uses the xx coins and/or purchases xx coins or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and the Company has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency and paid for xx coins as a penalty for violation of this Agreement and misrepresentation hereunder.

11. **Limitation of Liability.**

A. To the fullest extent permitted by the applicable law, the Company hereby expressly disclaims its liability, and shall in no case be liable to any person including the Subscriber, for:

i. any person making payments, using the xx coins Smart Contract and/or purchasing xx coins in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction and by any governmental authority;

ii. any person making payments, using the xx coins and/or purchasing xx coins in violation of any representation, warranty, obligation, covenants or other provision hereunder, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased xx coins;

iii. failure, abortion, delay or rescheduling of the Platform development and resulting failure to meet any anticipated milestone;

iv. any malfunction, breakdown, collapse, rollback or hardforking of the blockchain;

v. failure of the xx coins to meet any specific purpose, or unfitness for any specific use;

vi. utilization of proceeds by the Company;

vii. failure to timely and completely disclose any information relating to the development of the Platform;

viii. any Subscriber's divulgence, loss or destruction of any private key(s) associated with digital wallet or vault storing xx coins;

ix. trading or speculation of the xx coins by any person;

x. listing or delisting of the xx coins on or from any cryptocurrency exchange;

xi. the xx coins being classified or treated by governmental authority as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions; and

xii. any risk factors disclosed herein and any damage that is caused by, associated with, in connection with, incidental to or consequential to that risk factor.

B. To the fullest extent permitted by the applicable law, the Subscriber releases the Company from any and all responsibility, liability, claims, demands, and/or damages based on, arising out of or relating to this Agreement, any possible disputes and controversies with the Subscriber and the acts or omissions of any third parties.

C. Notwithstanding anything in this Agreement, in no circumstances shall the aggregate joint liability of the Company and any affiliates parties, whether in contract, warrant, tort or other theory, for damages to the Subscriber hereunder shall exceed the amount received by the Company from the Subscriber, after deduction of any amounts recovered by the Subscriber or which the Subscriber is entitled to cover from any third parties.

D. The Subscriber understands and agrees that the Company shall not be liable for any violation hereof when and to the extent such violation is caused by or results from acts beyond the reasonable control of the Company, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) changes in law; (e) action by any governmental authority; or (f) industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, blockchain hard fork, double spending attack, technological change and, for the avoidance of doubt, changes to any blockchain-related protocol.

12. **Verification.** The Subscriber hereby authorizes the Company to verify any of the information set forth in or provided under this Agreement. The Subscriber understands the Subscriber may be required to furnish additional information to the Company in connection with this Agreement.

13. **Rejection.** The Company may reject this Subscription in whole or in part in its sole discretion, and prior to the Closing may withdraw, cancel or modify the offering of the xx coins.

14. **Applicable Law; Dispute Resolution.** This Agreement, and all rights and obligations hereunder, shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability in accordance with the laws of the Cayman Islands. Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled exclusively by arbitration to be held in the Cayman Islands which shall be administered in accordance with the Arbitration Law (as revised) of the Cayman Islands and the Arbitration Rules in the Cayman Islands in force at the time of the commencement of the arbitration (the “Arbitration Rules”), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of the Cayman Islands in any such arbitration. There shall be three (3) arbitrators, one of whom shall be selected by each party. The Chief Executive Officer of the Cayman Islands Institute of Professional Accountants shall select the third arbitrator, who shall be qualified to practice law in the Cayman Islands. Either party may petition the Chief Executive Officer of the Cayman Islands Institute of Professional Accountants to select the third arbitrator. The arbitration shall be conducted in English. The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitration tribunal’s decision in any court having jurisdiction. The Parties shall each pay an equal share of the costs and expenses of such arbitration, and each Party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable costs and attorney fees. The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors, and permitted assigns, as the case may be. If the Subscriber is more than one person, the obligations hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments contained herein shall be deemed to be made by and be binding upon each such person and his, her or its heirs, executors, administrators, legal representatives, successors, and permitted assigns, as the case may be.

16. **Notices.** Whenever notice is required or permitted by this Agreement to be given, such notice will be in writing and will be deemed to have been given (a) upon personal delivery, if delivered by hand, (b) three days after the date of deposit in the mail, postage prepaid, return receipt requested, if mailed by certified or registered mail, or (c) the next business day if sent by a prepaid overnight courier service, and in each case to the notice address below or to such other address or addresses as such party will have furnished to the other party in writing:

A. If to the Subscriber: To the address set forth below the Subscriber's signature.

If to the Company: To the registered office, c/o Hermes Corporate Service Ltd., P.O. Box 31493, George Town, Grand Cayman KY1-1206, Cayman Islands.

B. Notwithstanding the foregoing, no notice to a party will be deemed received on a day that is not a business day in the jurisdiction in which notices are to be addressed to such party and any such notice will not be effective until the next succeeding business day in such jurisdiction.

17. **Severability.** In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will constitute one and the same instrument. This Agreement may be delivered by facsimile transmission or by scanned e-mail transmission. This Agreement will be considered to have been executed by a person if there exists a photocopy, facsimile copy, scanned copy, or a photocopy of a scanned or facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, scanned copy, facsimile copy, or photocopy of facsimile copy of this Agreement or a counterpart hereof will be admissible into evidence in any proceeding as though the same were an original.

19. **Entire Agreement.** This Agreement, including any schedules and exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made about the xx coins and/or the Platform.

20. **Confidentiality.**

A. For purposes of this Agreement, "Confidential Information" means all information disclosed, distributed or disseminated (whether in writing, orally, electronically or by other means) to it or its representatives, agents or advisors, by the Company, or otherwise as a result of such Subscriber's purchase of xx coins (including, without limitation, any information about the Company, its assets and affairs, this Agreement and any related agreement or documents referred to herein, and information related to the development of the Platform and its existing users and projects).

B. The Subscriber acknowledges and agrees that the Company has advised the Subscriber that (i) the Company derives independent economic value from the Confidential Information not being generally known, (ii) the Confidential Information is the subject of reasonable efforts to maintain its secrecy, and (iii) consequently, the Company considers such Confidential Information to be a trade secret. In the event that the Company does give its written consent to a disclosure of any Confidential

Information, the form and content of such disclosure shall be subject to the prior written approval of the Company. The Subscriber acknowledges the Company's belief that the Confidential Information includes trade secrets of the Company and that the release of any such Confidential Information would cause competitive harm to the Company and its business. The Subscriber agrees to hold in confidence, and not to disclose, distribute or disseminate (whether in writing, orally, electronically or by other means) to any third party without the consent of the Company, all Confidential Information.

C. With respect to the Subscriber, the obligation to maintain the Confidential Information in confidence shall not apply to any Confidential Information (i) that becomes publicly available (other than by reason of a disclosure by the Subscriber), (ii) the disclosure of which by the Subscriber has been consented to by the Company in writing, or (iii) the disclosure of which by the Subscriber is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before the Subscriber discloses Confidential Information pursuant to sub-clause (iii), the Subscriber shall promptly, and in any event prior to making any such disclosure, notify the Company of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Confidential Information so that the Company may seek a protective order or other remedy to protect the confidentiality of the Confidential Information and shall otherwise cooperate with the efforts of the Company to obtain a protective order or other remedy to protect the Confidential Information. If a protective order or other remedy cannot be obtained, the Subscriber shall disclose only that Confidential Information that its counsel advises in writing (which writing shall also be addressed and delivered to the Company) that it is legally required to disclose.

D. The Subscriber shall promptly inform the Company if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it (or any of its equity holders) will, or might become compelled to, use the Confidential Information other than as contemplated above or disclose Confidential Information in violation of the confidentiality restrictions. In addition to any other remedies available at law, the Subscriber agrees that the Company shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order (without the necessity of proving damages or posting a bond or other security), as a remedy for any failure by the Subscriber to comply with its obligations with respect to the use and disclosure of Confidential Information, as set forth herein. The Subscriber agrees to cooperate with such procedures and restrictions as may be developed by the Company from time-to-time in connection with the disclosure of nonpublic information concerning the Company and its affairs, as determined by the Company to be reasonably necessary and advisable to maintain and promote compliance with legal and other regulatory matters applicable to the Company, including securities laws and regulations. The provisions of this clause shall survive the Transfer (as defined below) of any xx coin by the Subscriber and shall be enforceable against the Subscriber after such Transfer.

21. **Transfer and Assignment.** Neither this Agreement nor the rights contained herein may be Transferred or assigned, by operation of law or otherwise, by the Subscriber without the prior written consent of the Company; provided, however, that, subject to the last sentence of this clause, this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Subscriber, with fifteen (15) days' prior written notice to the Company, to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Subscriber, including, without limitation, any general partner, managing member, officer or director of the Subscriber, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Subscriber. Notwithstanding the preceding sentence, upon any assignment pursuant to this Section 21, the Company reserves the right to terminate the Agreement at its sole discretion in the event such assignment would be or is reasonably likely to be in violation of the securities laws or regulations of the United States or other jurisdiction applicable to the Company or Subscriber, or (ii) this Agreement causes or would be reasonably likely to cause, extraordinary expense, substantial additional obligations or a material adverse effect on the Company, any of its affiliates, or other subscribers. The Company may Transfer or assign this Agreement

in whole, without the consent of the Subscriber, to its affiliates in its sole discretion. The Subscriber shall provide notice to the Company of any assignment pursuant to this clause. “Transfer” and “Transferred” shall mean any direct or indirect sale, exchange, transfer, gift, encumbrance, assignment, pledge, mortgage, hypothecation or other disposition, whether voluntary or involuntary. Notwithstanding anything to the contrary in this Agreement, the Company may withhold consent for any Transfer to the extent that the transferor would not thereby assign its entire interest in this Agreement and/or the rights to one natural person or entity.

22. **Termination of Agreement; Survival.** The Company may unilaterally terminate this Agreement in its sole discretion: (a) in case of any misrepresentations by the Subscriber; (b) in the event of any breach by the Subscriber of his/her obligations under this Agreement; (c) if the Agreement is or is reasonably likely to be in violation of the securities laws or regulations of the United States or other jurisdiction applicable to the company or Subscriber; or (d) this Agreement causes or would be reasonably likely to cause, extraordinary expense, substantial additional obligations or a material adverse effect on the Company, any of its affiliates, or other subscribers. Upon termination of this Agreement: (a) all of the Subscriber’s rights under this Agreement shall immediately terminate; (b) the Subscriber shall not be entitled to a refund of any and all amounts paid hereunder; and (c) Sections 9. - 25. shall survive and will continue to apply in accordance with their terms.

23. **No Waivers.** The failure by the Company to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit the Company’s right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

24. **No Partnership; No Agency; No Third Party Beneficiaries.** Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, an agency agreement where either Party becomes the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

25. **Electronic Communications.** The Subscriber agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides to the Subscriber pursuant to this Agreement or in connection with or related to the Subscriber’s purchase of xx coins, including this Agreement, may be provided by the Company, in its sole discretion, to the Subscriber, in electronic form. Any and all communication sent by the Subscriber to the Company shall be addressed to the email address specified on the Company’s website.

[Remainder of Page Intentionally Left Blank]

The Subscriber hereby represents that he, she, or it has read this Subscription Agreement in its entirety.

By executing this Subscription Agreement, the Subscriber hereby confirms the Subscriber's agreement with the Company and hereby agrees to be bound by all of the terms and provisions of this Agreement.

Date: _____, 202__

Subscriber

Signature

Print or Type Name

Street Address

City State Zip

Daytime Telephone Number

SPECIAL INSTRUCTIONS: Individual Subscribers must list their principal place of residence rather than their office or other address on this signature page; whereas a Subscriber that is an entity must list the location of its principal office as its address on this signature page.

ACCEPTANCE:

SUBSCRIPTION ACCEPTED THIS ____ DAY OF _____, 2021

EXHIBIT A

RISK FACTORS

The purchase of the xx coins is speculative and involves a high degree of risk. Such an investment should only be made by persons able to bear the risk of, and withstand the total loss of their investment. Subscribers should carefully consider, among other risks, the risks described in these risk factors (“Risk Factors”) and should consult with their own legal, tax, and financial advisors prior to making an investment. These risk factors likely are not exhaustive.

Risks Related to the Company’s Business

Does the Company have an established history successfully operating other businesses utilizing crypto assets and building blockchain-based platforms?

The Company is a new enterprise and has a lack of operating history and lack of revenues from operations. The Company was incorporated on 27 November 2018 for the primary purpose of building its blockchain-based platform (the “Platform”). As such, the Company faces risks and uncertainties relating to its ability to successfully implement its business plan and begin to generate (and later grow) revenues from operations. The Company’s ability to successfully generate significant revenues from operations is dependent on a number of factors, including its ability to obtain all requisite licenses and approvals necessary to operate the Platform, the ability to develop and deploy its technology and attract sufficient clients and users. It is likely that the Company will encounter setbacks with its business plan. Ultimately, if the Company is unable to generate significant revenues or raise additional capital to cover its organizational and operating costs and fund future growth, the Company’s results of operations will be materially and adversely affected, and the Company could be forced to curtail or otherwise wind up its operations. If the Company is forced to curtail or otherwise wind up its operations, the Company may be unable to fully launch the Platform and the xx coins may have little to no value.

Will the Company require additional capital to support business growth?

Perhaps. The Company may require additional capital to fully implement its business plan or support business growth, and additional capital might not be available on favorable terms, or at all. The Company expects that its ongoing operations and its ability to further develop and expand its operations may require substantial additional financial, operational, and managerial resources. The Company has insufficient cash on-hand to fully fund the further development of its business plan and operations, and other capital requirements. The Company may be required to raise additional funds to capitalize the Company, further develop its business plan and expand operations. If the Company is required to obtain additional funding in the future, it may have to seek debt financing or obtain additional equity capital. Additional capital may not be available, or may only be available on terms that restrict the Company operations. There can be no assurance that financing will be available to the Company on reasonable terms, if at all. The inability to raise additional funds, either through equity or debt financing, could materially impair the Company’s ability to generate revenues and/or successfully launch the Platform.

The Company’s business plan is based on numerous assumptions and projections that may not prove accurate. No assurance can be given regarding the attainability of the projections. The Company’s ability to adhere to, and implement, its business plan will depend upon the Company’s ability to successfully raise funds and a variety of other factors, many of which are beyond the Company’s control. All financial projections contained in the business plan or elsewhere in the Information Documents (including the xx network White Paper, the xx consensus White Paper, the xx Economics White Paper and the xx cMix White Paper) are based entirely upon the Company’s management team’s

(“Management”) and advisors’ assumptions and projections, and should not be considered as a forecast of actual revenues or liquidity. Actual operating results may be materially different.

Although the Company believes the assumptions upon which the Company’s business and financial projections are based have reasonable bases, the Company cannot offer any assurance that its results of operations and growth will be as contemplated. If any of the assumptions upon which these opinions and projections are based prove to be inaccurate, these opinions and projections could be adversely affected. Subscribers should be aware that these opinions and other projections and predictions of future performance, whether included in the business plan, or previously or subsequently communicated, are based on certain assumptions which are highly speculative. Such projections or opinions are not (and should not be regarded as) a representation or warranty by the Company or any other person that the overall objectives of the Company will ever be achieved or that the Company will ever achieve significant revenues or profitability. These opinions, projections and any other predictions of future performance should not be relied upon by potential investors in making an investment decision.

Is the nature of the Company’s industry highly competitive and is the Company’s success dependent on outperforming competitors?

Yes. The Company’s future growth and profitability are dependent in part on the Company’s ability to successfully develop the Platform amongst many competitors and operate in an industry that is highly competitive.

The Company’s growth and revenues will also depend on its ability to manage future growth effectively. The Company’s ability to achieve its objectives will depend on its ability to develop the Platform and attract users to the Platform. Accomplishing this result on a cost-effective basis will be largely a function of Management’s ability its ability to oversee and direct the growth of the Company. Any failure to manage future growth effectively could have a material adverse effect on the Company’s business, financial condition, and results of operations.

Is the Company subject to information technology risks or other security risks?

Yes. The Company is subject to cyber security and data loss risks or other security breaches. The Company’s business will involve the storage and transmission of users' proprietary information, and security breaches could cause a risk of loss or misuse of this information, and to resulting claims, fines, and litigation.

The Company may be subjected to a variety of cyber-attacks, which may continue to occur from time to time. Cyber-attacks may target the Company, its clients, customers, e-commerce in general or the communication infrastructure on which they depend. An attack or a breach of security could result in a loss of private data, violation of applicable privacy and other laws, significant legal and financial exposure, damage to reputation, and a loss of confidence in security measures, any of which could have a material adverse effect on the Company’s financial results and business. Any such attack or breach could adversely affect the ability of the Company to operate, which could adversely affect the value of the xx coins. Any breach of data security that exposes or compromises the security of any of the private digital keys used to authorize or validate transaction orders, or that enables any unauthorized person to generate any of the private digital keys, could result in unauthorized transactions on the Platform and would have a material adverse effect on the Company.

Furthermore, attackers can manipulate the cryptocurrency market. The price of cryptocurrencies, such as Bitcoin and Ether, are set by several exchanges. If an exchange is attacked such that it is taken offline, traders can take advantage of price differences. Additionally, attackers can target platforms that

buy and sell cryptocurrencies, and digital wallets that hold cryptocurrencies. It is possible that such an attack could adversely affect the value of the xx coins.

Could changes in international, federal, state, or local laws impact the Company's business and/or its future performance?

Yes. The Company may become subject to regulation and potential further restrictive regulation may increase its operating costs and limit growth. Laws and regulations in the digital assets space are complex and subject to change. Changes may sometimes lead to additional expenses, increased legal exposure and additional limits on the Company's ability to generate significant revenues. Moreover, laws and regulations are administered and enforced by a number of different governmental authorities, each of which exercises a degree of interpretive latitude. Consequently, the Company is subject to the risk that compliance with any particular regulator's or enforcement authority's interpretation of a legal issue may not result in compliance with another's interpretation of the same issue, particularly when compliance is judged in hindsight. In addition, there is risk that any particular regulator's or enforcement authority's interpretation of a legal issue may change over time to the Company's detriment, or that changes in the overall legal environment may, even absent any particular regulator's or enforcement authority's interpretation of a legal issue changing, cause the Company to change its views regarding the actions it needs to take from a legal risk management perspective, thus necessitating changes to its practices that may, in some cases, limit the Company's ability to grow or to improve the profitability of its business. Furthermore, in some cases, these laws and regulations are designed to protect or benefit the interests of a specific constituency rather than a range of constituencies. In many respects, these laws and regulations may limit the Company's ability to grow or to improve the profitability of its business.

Are the Company's operations conducted in non-U.S. jurisdictions?

Company operations or operations by its affiliates are generally conducted outside of the U.S. Non-U.S. operations may involve certain factors not typically associated with U.S. businesses and operations that Subscribers may be accustomed to, including risks relating to (i) currency fluctuations and associated conversion costs; (ii) differences between the U.S. and non-U.S. markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision; (iii) certain economic and political risks, including potential restrictions on non-U.S. investment and repatriation of capital and the possibility of expropriation or confiscatory taxation; and (iv) the imposition of non-U.S. withholding or other taxes with respect to such investment. Certain of these factors may negatively impact the Company's business or impact the Company's ability to grow.

Risks Related to the xx coins

Is this purchase of xx coins risky?

Yes. The purchase of xx coins is extremely risky and is not an appropriate purchase for every potential Subscriber eligible to participate. The Company does not warrant the suitability of the purchase of xx coins for any particular potential Subscriber.

Am I relying completely on the management team for the success of the xx coins and the Platform?

Yes. You are dependent on the Company and members of the Company's management team ("Management") to participate in the successful maintenance of the Platform and the xx coins. Future and past performance of prior projects is not indicative of future success.

Is the Platform's technology guaranteed to work?

No. There is no assurance that the (i) the technology associated with the Platform will function as intended; (ii) the Platform will be completed and functional when anticipated; (iii) the Platform will attract sufficient interest from key stakeholders and/or (iv) the new blockchain network will be successful upon MainNet Launch.

The proposed Platform will rely heavily on technology services. Any unscheduled disruption in our technology services, the underlying blockchain networks, or an interruption in the supply of electrical power could result in an immediate, and possibly substantial, loss of revenues due to a shutdown of the Platform. Such interruptions may occur as a result of, for example, a failure of our information technology or related systems, catastrophic events or rolling blackouts.

Are xx coin holders entitled to any statutory rights in the Company? Is it possible that the Company's shareholders and holders of xx coins may have conflicting interests?

Holders of xx coins will have no voting rights and may have conflicts of interest with the Company's shareholders. xx coins will also have no other management or control rights in the Company. Accordingly, Management will control decisions for the Company that in other companies would require stockholder or limited partner approval, including significant corporate transactions, or the election to liquidate or terminate the Company.

xx coin holders will also have no liquidation rights, and upon any liquidation, bankruptcy or other dissolution of the Company (or its parent entities), xx coin holders will not be entitled to liquidation rights.

Will my xx coins increase in value?

Not necessarily. There is no guarantee that the xx coins will hold their value or increase in value, and you may lose the amount of any payment for the xx coins in whole or in part. There can be no assurance that any Subscriber will achieve his or her objective for purchasing the xx coins or avoid substantial losses by purchasing the xx coins through an Agreement. The xx coins entail a high degree of risk, and a Subscriber may lose some or all of their Purchase Price. A potential Subscriber should execute an Agreement and purchase xx coins only if able to withstand a total loss of the Purchase Price.

The Company cannot provide assurance that it will achieve any specific level of revenue; income streams are uncertain, and will likely be subject to fluctuation, based on numerous factors many of which will be out of the control of the Company. There can be no assurance that expected returns for the xx coin holders will be achieved, or that they will receive a return of their purchase amount. A purchase of xx coins should only be considered by persons who can afford a loss of their entire purchase amount.

What happens if there is low demand for the xx coins or no one buys the xx coins during this or future offerings?

It is possible that there will be minimal to no demand for the xx coins. In such an event, the short-term and long-term viability of the xx coins and the Platform will be in doubt, and the Company may terminate the xx coins and cease all operations. Moreover, the crypto asset market is a new and untested market, the characteristics and behavior of which, in the context of domestic and global markets, is not fully understood.

There is no guarantee that the Company will be successful at deploying the xx coins or the Platform. Further, a government could even prohibit the commercial or non-commercial use of the cryptographic methods necessary to the release of the xx coins and operation of the Platform. Any of these negative outcomes could lead to the Company forgoing its plan maintain the Platform and/or otherwise release the xx coins. As a result, the Company may be unable to deliver xx coins pursuant to the Agreement.

Are my xx coins freely transferable? Is it guaranteed that I will be able to sell my xx coins or exchange the xx coins for other currencies?

No. The xx coins are subject to significant transfer restrictions. The coins have not been registered under the U.S. Securities Act, the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold, except as in accordance with applicable law. Persons who purchase xx coins will be required to hold the xx coins for a period of at least one year from the Lock-Up Date and will be required to make undertakings to the Company that they will not sell to any other U.S. Person, nor take any actions inconsistent with what is required of them under Reg S. Non-U.S. Persons holding xx coins will only be permitted to resell or transfer such xx coins to other Non-U.S. Persons in accordance with Reg S under the U.S. Securities Act and in compliance with all other applicable laws. These restrictions may adversely impact your ability to resell the xx coins or the price at which you may be able to resell them, if at all. xx coins are not redeemable at the option of the holder and xx coin holders will not have the right to withdraw their capital. It is not contemplated that the xx coins will ever be registered under the Securities Act or any other securities laws. Each xx coin Subscriber will be required to represent that it is a qualified Subscriber under applicable securities laws and that it is acquiring xx coins for investment purposes and not with a view to resale or distribution. Further, each xx coin holder must represent that it will only sell or transfer its xx coins in accordance with applicable transfer restrictions and in a manner permitted by applicable laws and regulations. Consequently, xx coin holders must be prepared to bear the risk of a purchase of xx coins for an extended period of time.

There is no existing trading market for the xx coins and an active trading market may not develop. The xx coins are a new issue of digital tokens for which there is no established public market. There can be no assurance that a secondary market will develop or, if a secondary market does develop, that it will provide the holders with liquidity of investment or that it will continue for the life of the xx coins. The liquidity of any market for the xx coins will depend on a number of factors, including: (i) the number of xx coin holders; (ii) the Company's performance and financial condition; (iii) the market for similar digital tokens; (iv) the interest of traders in making a market in the xx coins; (v) regulatory developments in the digital token or cryptocurrency industries and (vi) legal restrictions on transfer.

The digital token market is a new and rapidly developing market which may be subject to substantial and unpredictable disruptions that cause significant volatility in the prices of digital tokens. There is no assurance that the market, if any, for the xx coins will be free from such disruptions or that any such disruptions may not adversely affect an xx coin holder's ability to sell its xx coins. Therefore, there is no assurance that xx coin holders will be able to sell xx coins at a particular time or that the price received upon sale will be favorable.

Could changes in international, federal, state, or local laws impact the value of the xx coins and/or the Company's ability to develop the xx coins, the Platform or conduct a successful MainNet Launch?

Yes. Regulation of tokens (including the xx coins) and token offerings such as this, cryptocurrencies (including Ether), blockchain technologies, and cryptocurrency exchanges are currently being developed by regulatory agencies globally, are likely to rapidly evolve, vary significantly among non-U.S. and U.S. federal, state and local jurisdictions, and are subject to significant uncertainty. Some of

the countries in which the Company intends to operate impose significant regulations on blockchain projects. Various legislative and executive bodies in the United States, China, the EU and other countries are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the Company's operate its business and distribute xx coins. Failure by the Company or its representatives to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

New or changing laws and regulations or interpretations of existing laws and regulations may also adversely impact the Company's ability to achieve the liquidity and market price of xx coins, your ability to access marketplaces on which to trade xx coins, the Company's ability to operate as an ongoing concern and the structure, rights and transferability of xx coins. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have an adverse impact on the value of xx coins and otherwise impede the Company's activities.

Developments in securities laws, corporate laws, or other regulatory frameworks may alter the nature of the Company's businesses, or restrict the use of blockchain assets or the operation of a blockchain network upon which it relies, in a manner that adversely affects the the xx coin. The application of existing laws and regulatory frameworks to the xx coins and the Platform remains unclear in many instances and are subject to change. Because of the differences between the xx coins and traditional assets, there is a risk that issues that might easily be resolved by existing law if traditional assets were involved may not be easily resolved for the xx coins. For example, there is little precedent on how existing law might treat the issue, fungibility, settlement finality, transfer, collateralization, sequestration, loan, hypothecation, redemption or other disposition of xx coins. There is also little precedent on how existing law might treat the rights and obligations between and among the Company and Subscribers. The occurrence of any related issue or dispute could have a material adverse effect on the Company's business or the xx coin.

Various jurisdictions may, in the near future, adopt laws, regulations or directives that affect the blockchain networks and their users, particularly any cryptocurrency exchanges and service providers that fall within such jurisdictions' regulatory scope. While the effect of any future legal or regulatory developments is impossible to predict, such developments could be substantial and adverse to the Platform or holders of xx coins. The Company and/or the Platform may be subject to investigation actions from governmental authorities or be unable to obtain all requisite permits and authorizations to operate the Platform.

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By purchasing xx coins, am I vulnerable to social engineering, phishing emails, man-in-the-middle attacks, phone hijacking, ransomware attacks, denial of service (DDoS) attacks, hacking, and other cyberattacks?

Yes. The nature of crypto assets, such as the xx coins, may lead to an increased risk of fraud or cyberattack. Hackers or other malicious groups or organizations may attempt to interfere with the purchase of xx coins using virtual currency in a variety of ways, including, but not limited to, malware attacks, denial of service (DDoS) attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing, social engineering, phishing emails, man-in-the-middle attacks, phone hijacking, and ransomware attacks.

Other platforms that sponsor and engage in transactions in crypto assets have been the subject of cyberattacks that have resulted in a loss of crypto assets. Among other things, you could lose virtual currency held on these platforms due to these types of threats, or the Company could experience a loss of

cryptocurrency in its own wallet, which would undermine core components of the underlying blockchain network the xx coins operate on.

You are responsible for educating yourself on protecting your personally identifiable information and on cybersecurity best practices. While the Company will take all steps that are commercially reasonable and customary to prevent or mitigate the impact of cyberattacks, there can be no guarantee that the Company will be successful in preventing all cyberattacks on its systems.

The Company is subject to cyber security and data loss risks or other security breaches. The Company's business will involve the storage and transmission of users' proprietary information, and security breaches could cause a risk of loss or misuse of this information, and to resulting claims, fines, and litigation.

What happens if I lose my private keys?

Prior to delivering the xx coins, the Company will contact the Subscriber to create a wallet on the blockchain to receive xx coins based on the Subscriber's Purchase Amount. Generating the wallet will entail generating a public key and private key pair. Once the xx coins are distributed, your xx coin balance will be associated with your public key, which is in turn associated with your private key. You are responsible for knowing your private key and keeping it a secret. Because a private key, or a combination of private keys, is necessary to control and dispose of the xx coins stored in your digital wallet or vault, the loss of one or more of your private keys associated with your digital wallet or vault storing the xx coins may result in the loss of your xx coins. Moreover, any third party that gains access to one or more of your private keys, including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your xx coins. The Company and its affiliates will never ask you for your private key address and you should never share it with someone you do not know.

What happens if I send funds from an exchange-based wallet?

You will generate a wallet on the blockchain to receive xx coins prior to the distribution of the xx coins. However, if you are purchasing the coins using another cryptocurrency, the xx coin balance you are entitled to will be associated with the amount of funds sent from a public key address you provide to the Company, and you will need to verify that you control that wallet in order to receive xx coins. In order to establish proof that you control a wallet, the Company may request that you sign a message using the private key to a public key address. You should therefore not use an exchange-based public key address if you intend on purchasing xx coins using another crypto asset. The vast majority of third-party exchanges do not provide users access to the private key associated with the user's public key address on the exchange, and you will therefore be unable to sign a message establishing control of an exchange-based public key address. In such an instance, you may lose the value of your Purchase Amount unless the associated exchange assists in establishing your control over an exchange-based public key address to the Company. There is no guarantee that an exchange will assist you with establishing such control over an exchange-based wallet to the Company and the Company makes no guarantees that it will work with third-party exchanges to establish those facts.

What are the tax consequences of owning the xx coins?

The tax characterization of xx coins is uncertain and a subscriber should consult its own tax advisor regarding the consequences of a purchase of xx coins. A purchase of xx coins may result in adverse tax consequences to subscribers, including withholding taxes, income taxes (possibly prior to the receipt by a subscriber of any cash or other property from the Company) and tax reporting requirements. It is possible that the income of the Company would be subject to significant amounts of income and/or

withholding taxes. Each potential subscriber should consult with and must rely upon the advice of its own tax advisor with respect to the United States and non-U.S. tax consequences of a purchase of xx coins.

EXHIBIT B
XX COIN RECIPIENT ELIGIBILITY CRITERIA

General Requirements:

Subscriber, as the recipient of the xx coin (“**Recipient**”) represents, warrants and covenants as follows:

1. Recipient is (i) not a “U.S. Person” as defined in Rule 902 of Reg S (a “**U.S. Person**”) or is not deemed to be a U.S. Person under Rule 902(k)(2) of Regulation S; (ii) is not domiciled and has their principal place of business outside the United States as defined in Reg S (the “**United States**”); and (iii) is not acquiring xx coins for the account or benefit of a U.S. Person.
2. Recipient is acquiring the xx coins in an “offshore transaction” as defined by Rule 902(h) of Reg S (*i.e.*, the offer to sell the xx coins to Recipient was not made to Recipient in the United States and, at the time the transfer was completed, Recipient was outside the United States) and that no “directed selling efforts” as defined in Rule 902(c) of Reg S were made in the United States (*i.e.*, no marketing efforts were made to Recipient in the United States) and in no event should this Agreement be construed as a prospectus, advertisement or a public offering of the xx coins in the United States.
3. Recipient agrees to resell the xx coins only in accordance with the provisions of Reg S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration, and agrees that Recipient shall not engage in hedging transactions with regard to the xx coins unless in compliance with the U.S. Securities Act.
4. Recipient acknowledges and is aware that (i) the Company is not registered or licensed with any national, federal or state regulatory as an investment adviser, broker-dealer, or other form of entity regulated by a financial services regulator and accordingly Recipient will not be afforded the full set of protections provided to the clients of such entities, including those under the U.S. Securities Act, the U.S. Securities Exchange Act of 1934, as amended, the Investment Advisers Act of 1940, as amended, and any similar national or state laws, (ii) this agreement and the xx coins have not been reviewed by, passed upon, or submitted to any securities regulatory authority or financial services regulator, and no such authority or regulator has expressed an opinion on this Agreement or the xx coins; and (ii) xx coins are not legal tender, are not backed by any government, and accounts and value balances associated with xx coins are not subject to deposit or investor protection, including protections of the U.S. Federal Deposit Insurance Corporation or the U.S. Securities Investor Protection Corporation.
5. Recipient has complied and will comply with the Transfer Restrictions set forth below.
6. Recipient has complied and will comply with the requirement of Reg S with respect to the xx coins (or an interest in the xx coins or hedge transaction associated with the xx coins).
7. Recipient is not part of a plan or scheme on Recipient’s part, or any of Recipients’ affiliates or any person acting on Recipient’s or Recipient’s affiliates’ behalf to evade the registration requirements under the U.S. Securities Act.

Requirements for xx coins received for Recipient’s Own Account or by Subsequent Transferees:

If Recipient is receiving xx coins for its own account or has received rights to or xx coins indirectly within one year from the Lock-Up Date (*i.e.*, from a person other than the Company), the following shall be eligibility requirements for the receipt of such xx coins, and Recipient represents, warrants and covenants with respect to such tokens as follows:

1. Recipient has such knowledge and experience in financial and business matters such that Recipient is capable of evaluating the merits and risks of the receipt of xx coins and by reason of Recipient's own business and financial experience has the capacity to protect its own interests regarding this Agreement and receipt of xx coins thereunder.
2. Recipient has the ability to bear the economic risk of their purchase or investment associated with xx coins, and Recipient can hold the xx coins indefinitely and could afford a complete loss on the xx coins.
3. Recipient has obtained and reviewed all information about the Company and xx coins that Recipient desires and which Recipient feels is necessary to enable him to recognize and evaluate the merits and risks of their purchase or investment associated with the xx coins.
4. xx coins are being acquired and will be held by recipient for personal investment or use, Recipient is not a "distributor" (as such term is defined in Reg S) or a "dealer" (as such term is defined in the U.S. Securities Act), and Recipient has no present intention of distributing the xx coins or any interest therein to others.

Transfer Restrictions:

Recipient further represents, warrants and covenants as follows:

1. Recipient acknowledges and is aware that there are substantial restrictions on the use and transferability of xx coins, and there will be no public market for the xx coins for U.S. Persons. The xx coins will not be registered under the U.S. Securities Act, or qualified under the securities law of any state in the United States and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. This means that Recipient and any other holders of xx coins may not transfer xx coins to any U.S. Person without registration or an exemption from registration under the U.S. Securities Act.
2. Recipient has been advised and fully comprehends that the xx coins are being treated by the Company in a manner consistent with securities under the U.S. Securities Act and that Recipient acknowledges and agrees that Recipient must treat the xx coins in the same manner for the foreseeable future and not take actions inconsistent with such treatment, and advise any subsequent transferee of the same, and that the Company is entering into this agreement in material reliance on Recipient's representations, warranties and covenants set out in this agreement.
3. Recipient acknowledges and agrees that (i) the transfer restrictions applicable to xx coins set forth herein are binding upon subsequent transferees, except for transferees pursuant to an effective registration statement under the U.S. Securities Act, and that Recipient shall inform any subsequent transferee of the transfer restrictions applicable to xx coins set forth in this Agreement and the rights and obligations applicable to a holder of the xx coin and the Company; (ii) any person to whom a subsequent transferee transfers will, in turn, be subject to applicable re-transfer restrictions depending upon the manner of any such transfer and therefore Recipient will require each transferee to inform subsequent transferees of the transfer restrictions applicable to xx coins and require such subsequent transferees to do the same; and (iii) transfer restrictions applicable to xx coins are also applicable to interest in the xx coin or a hedge transaction associated with the xx coins and all references within this Agreement to transfer restrictions shall be construed accordingly.
4. Recipient shall not offer, sell, resell, pledge, hypothecate, transfer or otherwise dispose of any

part or all of the xx coins (or an interest in the xx coins or hedge transaction associated with the xx coins) in the United States to or for the account or benefit of a U.S. Person except (i)(A) in an “offshore transaction” under Reg S (including, at a minimum, during the applicable distribution compliance period required under Category 3 of Rule 903 thereof), (B) pursuant to another available exemption from the registration requirements of the U.S. Securities Act, or (C) pursuant to an effective registration statement or its equivalent under the U.S. Securities Act that covers the xx coins; and (ii) in accordance with all applicable securities laws of the United States.

5. Recipient acknowledges and is aware that the Company shall refuse to permit any transfer of xx coins not made in accordance with the provisions of Reg S, pursuant to registration under the U.S. Securities Act or pursuant to an available exemption from registration, and that any transfer made in violation of the provisions applicable to transfer in this Agreement will be null and void and Company will not recognize any such attempted transfer.
6. Recipient acknowledges that prior to the expiration of the applicable distribution compliance period required under Category 3 of Rule 903 of Reg S, Recipient and any other subsequent transferee of the xx coins may be required to provide to the Company or its agents certifications and other documentation relating to the non-U.S. Person status of any such transferee, and Recipient agrees to so inform such transferee prior to any such proposed transfer.
7. The Company shall not register the transfer of any xx coins in violation of the restrictions set forth herein, and the xx coins will be deemed to bear the legend set forth below (in addition to any other legend required by U.S. or non-U.S. federal or state securities laws that may be applicable to the xx coins or provided in any other agreement with the Company):

THIS OFFER AND SALE OF XX COINS HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**U.S. SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF ANY U.S. STATES AND THIS INSTRUMENT HAS BEEN ACQUIRED OUTSIDE THE UNITED STATES. THE XX COINS ARE RESTRICTED SECURITIES AND MAY NOT BE OFFERED, SOLD, RESOLD OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN RULE 902 OF REGULATION S UNDER THE U.S. SECURITIES ACT) DURING THE APPLICABLE DISTRIBUTION COMPLIANCE PERIOD WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE U.S. SECURITIES ACT. WARRANTS ASSOCIATED WITH THE XX COINS (IF ANY), AND ANY INSTRUMENT THAT MAY BE ISSUED UNDER SUCH WARRANTS, HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND MAY NOT BE EXERCISED BY OR ON BEHALF OF ANY U.S. PERSON UNLESS REGISTERED UNDER THE U.S. SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE AND COMPLIED WITH TO THE SATISFACTION OF THE COMPANY. HEDGING TRANSACTIONS WITH REGARD TO THE XX COINS SHALL ALSO BE PROHIBITED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT. THIS INSTRUMENT HAS NOT BEEN APPROVED FOR TRADING BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED.

BY ITS ACQUISITION HEREOF, THE HOLDER (I) REPRESENTS THAT IT IS NOT A U.S. PERSON AND IS ACQUIRING THE XX COIN IN AN OFFSHORE TRANSACTION, (II) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE XX COIN EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER

THE U.S. SECURITIES ACT, (B) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OR (C) PURSUANT TO ANY OTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT (IF AVAILABLE), AND (III) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THE XX COIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS “OFFSHORE TRANSACTION,” “UNITED STATES” AND “U.S. PERSON” HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE U.S. SECURITIES ACT.

CONSISTENT WITH THE COMPANY’S TREATMENT OF THE XX COIN AS A SECURITY UNDER THE U.S. SECURITIES ACT FOR THE FORESEEABLE FUTURE THIS LEGEND HAS BEEN INCLUDED TO COMPLY WITH REGULATION S. IT SHOULD NOT OTHERWISE BE CONSTRUED AS OR RELIED UPON AS AN ACKNOWLEDGMENT BY THE COMPANY OF THE LEGAL OR REGULATORY CHARACTERIZATION OF THE XX COIN UNDER APPLICABLE LAWS.