Exhibit C

THIS AGREEMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE LENDER LIVES OUTSIDE THE UNITED STATES, IT IS THE LENDER'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES.

THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL SIGNED BY THE COMPANY, BELOW, AND DELIVERED TO THE LENDER.

THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY PROSPECTIVE LENDER.

NORI, LLC

DEBT PAYABLE BY ASSETS AGREEMENT

SERIES CF-1

This DEBT PAYABLE BY ASSETS AGREEMENT ("***Agreement***") certifies that in exchange for a loan by the undersigned lender (the "***Lender***") in the amount of USD$_____ (the "***Debt Amount***") made effective as of _____ (the "***Effective Date***"), to NORI, LLC, a Washington limited liability company (the "***Company***"), Lender is hereby entitled to repayment of the Debt Amount, in one or more installments, in USD cash and/or in Tokens (as defined below), plus with such interest (or no interest at all) ("***Indebtedness***"), as further set forth below.

BACKGROUND

A. The instrument is part of the Company's Series CF-1 of Debt Payable by Asset Agreements being offered pursuant to Regulation CF under the Securities Act of 1933 ("***Offering***"). "***Series Debt Amount*"** means the sum of all Debt Amounts outstanding under all Series CF-1 Debt Payable by Assets Agreements sold in the Offering.

B. The Company intends to use the proceeds of the Offering in part to complete its Token Network. "***Token***" means the Company's proprietary Class CF "NORI", a digital token asset, that (a) are created to be used on an established decentralized blockchain protocol created by the Company or its Affiliates (as defined below), and (b) the ownership and transfer of which is affected through a unique distributed ledger maintained on a peer-to-peer, open source system that the Company (or an Affiliate thereof) primarily develops (the "***Token Network***").

C. The Series Debt Amount raised in the Offering will be administered by OpenDeal Inc., a Delaware corporation and a SEC-registered entity operating as Republic, a FINRA registered Funding Portal, or a successor entity (the "***Portal***"). In the event of the dissolution of OpenDeal Inc. (or an Affiliate which assumes the rights and obligations of the Portal), the Company may appoint a successor if said successor is an independent party who agrees to act as a fiduciary for the Lenders in the Offering (the "***Successor Portal***").

D. The Company has agreed to place 50% (the "**Escrow Percentage**") of the Net Debt Amount (defined below) into an Escrow Account (defined below) until certain events provided herein occur.

E. Capitalized terms not otherwise defined in this Agreement are defined in **Section 8.**.

AGREEMENT

1. **Interest**. Where interest is due under the terms of this Agreement it shall be computed as follows:

1.1 "***Interest Amount***" means a flat interest amount, computed one time on the outstanding Debt Amount, regardless of the time the Debt Amount has been outstanding.

1.2 "***Asset Interest Amount***" means any Interest Amount that is to be paid in Tokens, computed as (a) 15.75% multiplied by (b) the Debt Amount.

1.3 "***Fiat Interest Amount***" means any Interest Amount that is to be paid in USD cash, computed as (a) 10.00% multiplied by (b) the Debt Amount.

2. **Maturity; Prepayment.** The entire Indebtedness is due in full on the third anniversary of the Effective Date ("***Maturity Date***"). The Company may completely or partially prepay the Indebtedness, in either USD or Tokens, at any time without penalty (subject to the rights and limitations of **Section 3.3**).

3. **Repayment**

3.1 **General Repayment Terms.**

3.1.1 **Repayment by Affiliate.** An Affiliate of the Company may repay the Lender any amounts due under this Agreement, however, nothing herein shall relieve the Company of ultimate liability for the repayment of Lender's Debt Amount pursuant to this Agreement and where applicable, any Interest Amount, whether Asset Interest Amount or Fiat Interest Amount, due to the Lender per the terms of this Agreement.

3.1.2 **Requirement to fully satisfy the Debt Amount.** If an Escrow Event (defined below) is insufficient to satisfy this Agreement in full pursuant to the terms herein, the Company must make, promptly, any additional payment in USD cash necessary to the Lender. For example. If the Company was to make an early repayment in USD cash pursuant to **Section 6.,** the Company would be required to make a payment directly to Lender, in addition to the Lender receiving the Lender Escrow Amount, to satisfy this Agreement in full.

3.1.3 **Termination.** This Agreement will terminate upon the Company satisfying its repayment obligations in full pursuant to this Agreement.

3.2 **Token Repayment Terms**

3.2.1 **Payment in Tokens**. If the Company has ownership or control of Tokens in an amount adequate to satisfy its repayment obligations with respect to the Series Debt Amount at or after the initiation of the Token Distribution (as defined below), the Company shall satisfy its obligations under this Agreement by issuing Tokens to the Lender which have a value equal to (a) the Debt Amount, plus (b) the Asset Interest Amount (the "***Token Repayment Amount***").

3.2.2 **Token Valuation.** For payment of the Token Repayment Amount, Tokens shall be valued at $0.21055 per Token ("***Token Valuation***") upon the earlier of the time the Company or an Affiliate (i) sells NORI in a publicly advertised offering, whether or not to some or all segments of the general public may participate (e.g. accredited investors or non-U.S. residents) or (ii) distributes more than twenty-percent (20%) of all NORI to some or all segments of the general public (each and collectively a "***Public Token Distribution***").

3.2.3 **Fractional Tokens.** If payment of the Indebtedness is made in Tokens, the Company or its Affiliate shall use commercially reasonable efforts to issue fractional Tokens if necessary to repay the Token Repayment Amount. In the event that the Company or its Affiliate does not issue fractional Tokens, (a) the Lender will receive one full Token if the fractional remainder due to the Lender is equal to or in excess of 0.50 Tokens or (b) the Lender will forfeit the value of the fractional Tokens if the fractional remainder is less than 0.50 Tokens.

3.2.4 **Token Delivery.** The Company shall provide the Lender with notice of its intent to repay the Indebtedness by Tokens. To receive the Token Repayment amount, within 30 calendar days of that notice, Lender must provide to Company (directly or through the Portal) a wallet address, network address or other information necessary to facilitate a distribution of Tokens. Otherwise, the Company may repay the Debt Amount in USD cash, and without any interest, to the bank account listed by Lender's signature on the signature page of this Agreement, without any further obligations associated thereto and in full satisfaction of such full or partial repayment. Lender is solely responsible for the accuracy of information provided to the Company in connection with any repayment hereunder (whether in cash or in Tokens). Lender acknowledges and agrees that providing an inaccurate wallet address, account information, network address, or other information for purposes of repayment hereunder will likely result in irreversible loss and the Lender will be solely liable for such loss. The Company will have no further obligation to repay the Lender and the Company will have been deemed to have fully repaid the Token Repayment Amount to the extent the Lender does not receive Tokens due to the Company receiving an inaccurate wallet address, network address or other information related to a transfer of Tokens, and the Company then sends Tokens to that an inaccurate wallet address, network address or other information repository.

3.3 **Cash Repayment Terms**

3.3.1 **Early Repayment.** If the Company does not have ownership or control of Tokens in an amount sufficient to pay the Token Repayment Amount in full, the Company may elect to repay the Indebtedness in USD cash before the Maturity Date, as follows:

(a) **Early Repayment without interest.** At any time before the six-month anniversary of the Effective Date, the Company may repay the Debt Amount in USD cash, with no Interest Amount owed to the Lender, as full satisfaction of Company's obligations under this Agreement.

(b) **Early Repayment with Interest.** At any time after the six-month anniversary of the Effective Date, the Company may repay, in USD cash: (i) the full Debt Amount, plus (ii) the Fiat Interest Amount ("**Cash Repayment Amount**"), as full satisfaction of the Company's obligations under this Agreement.

3.3.2 **Cash Payment at Maturity.** If the Indebtedness has not previously been satisfied or terminated as provided herein on or before the Maturity Date, the Company shall repay the full Cash Repayment Amount to the Lender in USD cash, as full satisfaction of the Company's obligations under this Agreement

4. Escrow Account

4.1 Distribution of Net Debt Amount. Within 30 calendar days after the Effective Date, the Portal shall instruct the Escrow Agent (defined below) to (a) distribute 50% of the Net Debt Amount to the Company, and (b) retain the product of the Escrow Percentage and the Net Debt Amount (the "***Escrow Debt Amount***") in the Escrow Account (or a successor account as determined by the Escrow Agent) (as defined in **Section 8.**). "***Net Debt Amount***" means the difference between the Series Debt Amount and Qualifying Portal Expenses (as defined in **Section 8.**).

4.2 Escrow Events. The Company shall retain the Escrow Debt Amount in the Escrow Account and grant Portal all rights and privileges necessary to manage the Escrow Account. Portal will not release any portion of the Escrowed Debt Amount from the Escrow Account until the occurrence of the any of the following: (i) an Escrow Release Event, (ii) an Escrow Refund Event, or (iii) a Partial Escrow Refund Event (each an "***Escrow Event*"**, and collectively the "***Escrow Events***").

4.2.1 "*Escrow Release Event*" means the earlier of (a) the Company's full payment of the Token Payment Amount pursuant to **Section 3.2.1**, (b) a Capital Call Event pursuant to **Section 5.**, or (c) the second anniversary of the Effective Date.

4.2.2 "***Escrow Refund Event***" means the earlier of (a) the Company's decision to repay the Cash Payment Amount pursuant to **Section 3.3.1** (including a repayment to the Lender in USD Cash at Maturity) or (b) a Dissolution Event pursuant to **Section 7.**.

4.2.3 "***Partial Escrow Refund Event***" means the Lender's request for repayment pursuant to **Section 6.**. However, if all outstanding Lenders who participated in the Offering request repayment pursuant to **Section 6.** within a 15-day period it shall be considered an Escrow Refund Event.

4.3 Escrow Release Notice. Upon the occurrence of an Escrow Event, the Company shall provide timely notice to the Portal in the form of an "***Escrow Release Notice***". Within 30 calendar days of the Portal receiving an Escrow Release Notice, the Portal shall instruct the Escrow Agent to transfer the funds in the Escrow Account to each and any party entitled to said funds, in accordance with the following instructions:

4.3.1 All funds to the Company. In the event of an Escrow Release Event, all Escrow Debt Amounts remaining in the Escrow Account shall be paid to the Company, immediately.

4.3.2 Some funds to Lender(s). In the event of a Partial Escrow Refund Event, the Company will provide copies of the Early Repayment Notice(s) to the Portal and the Portal will instruct the Escrow Agent to release the Early Repayment Amount(s) to the Lender(s) requesting early repayment under **Section 6.**.

4.3.3 All remaining funds to Lenders. In the event of an Escrow Refund Event, all Escrow Debt Amounts remaining in the Escrow Account shall be released *pari passu* to all Lenders entitled to Lender Escrow Amounts (as defined in **Section 8.**, below).

4.4 Escrow Fees. The Company will be solely responsible for any fees associated with the maintenance of the Escrow Account or the transmission of funds upon the occurrence of an Escrow Event. No maintenance or transmission fees due after the Effective Date will be paid out of the Escrow Account or reduce the Escrow Debt Amount.

5. **Capital Call Event**. At any time after the six-month anniversary of the Effective Date but before the second anniversary of the Effective Date, the Company may elect to withdraw all Escrow Debt Amounts remaining in the Escrow Account (the "***Capital Call***"). Such Capital Call election shall be submitted to the Portal and the Lenders in the Offering, in writing, and shall include a detailed explanation of the good faith need and use for such funds. After receiving a Capital Call notice, the Lender has 15 days to deliver an Early Repayment Notice to the Company pursuant to **Section 6.,** in order to opt-out of the Capital Call, otherwise the Lender will have forfeited their right to provide the Company with an Early Repayment Notice and to receive an Early Repayment Amount. The Portal shall have 30 days from receiving the Company's Capital Call notice to instruct the Escrow Agent to release to the Company all Escrow Debt Amounts remaining in the Escrow Account, other than the amounts owed to any Lender that has provided a timely Early Repayment Notice (a "**Capital Call Event**").

6. **Early Repayment Right by Lender**. At any time after the six- month anniversary of the Effective Date, but before the second anniversary of the Effective Date, the Lender may provide written notice to the Company demanding an early repayment of the Debt Amount ("***Early Repayment Notice***"). Within 15 calendar days of receiving an Early Repayment Notice, the Company must direct the Portal to release the Lender Escrow Amount to the Lender in USD cash with no interest or other consideration due thereon ("***Early Repayment Amount***"). Upon the Company paying (through the release of the Lender Escrow Amount from the Escrow Account) the Early Repayment Amount to the Lender pursuant hereto, the Company's repayment obligations under this Agreement shall be fully satisfied. If the Company receives multiple Early Repayment Notices within a 15-calendar day period, the Company may make payments to all the relevant Lenders on the same day that is no more than 15 calendar days from the date of the last such notice. For avoidance of doubt, in the event of a successful Capital Call Event, pursuant to **Section 5.**, the Lender's right to deliver an Early Repayment Notice will be extinguished.

7. **Dissolution Event**. If a Dissolution Event occurs before repayment obligations under this Agreement have been satisfied in full, to the extent permissible by law, Lender shall have a right to its *pro rata* share of any funds remaining in the Escrow Account and not previously paid to any Lender pursuant to such Lender's exercise of its early repayment rights under **Section 6.**. "***Dissolution Event***" means (a) a voluntary termination of operations, (b) a general assignment for the benefit of the Company's creditors, (c) a Change of Control (of the Company or of an Affiliate of the Company which has Control (defined below) of the Company), or (d) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

8. **Definitions**

"**Affiliate**" means any person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another party. The term "control", "controlled", or "controlling" means the possession, directly or indirectly, of the power to direct the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise.

"**Change of Control**" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting

power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"**Control**" means the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors,

"**Escrow Agent**" means Prime Trust LLC, or a dully appointed successor, that acts as the qualified third party under Section 4(a)(6) of the Act.

"**Escrow Account**" means a Federal Deposit Insurance Corporation insured trust account maintained by PrimeTrust LLC, under the supervision of the Portal. The account must be (a) in the Company's name, (b) not subject to any pledges or liens, (c) may not be used to secure any Company financing or other debt, (d) must allow the Portal to review the balance and direct funds as necessary to fulfill the terms of this Agreement, (e) and must be opened and maintained in connection with this Agreement.

"**Lender Escrow Amount**" means the product of (a) Escrow Debt Amount, and (b) a fraction with (i) a numerator equal to the Debt Amount and (ii) a denominator equal to (a) the Series Debt Amount less (b) any other Lender's Debt Amount from the Offering previously repaid). However, a Lender whose Debt Amount was repaid by receiving an Early Repayment Amount will not receive funds from an Escrow Refund Event. Also, however, any payment by the Company to another Lender in the Offering will be considered a full repayment and reduction of said Lender's Debt Amount from the Series Debt Amount.

"**Qualifying Portal Expenses**" means the sum of all of the expenses related to offerings of Debt Payable by Assets Series D-1 through Portal that the Company pays to the Portal (or entities operating the Portal) including commissions payable to the Portal, credit card or other alternative payment fees payable in respect of amounts funded through the Portal, Escrow Agent transaction fees and the repayment of third-party service providers pre-paid by the Portal (and excluding costs incurred by the Company associated with the Series Debt Amount that are not paid to Portal such as legal costs).

9. **Company Representations**

9.1 The Company is a validly existing and in good standing under the laws of the state of Washington, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

9.2 The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when debt is to be issued to the Lender, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws or applicable constituent documents; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

9.3 The performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

9.4 No consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company's corporate or equivalent approvals; and (ii) any qualifications or filings under applicable securities laws.

9.5 NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) 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. EXCEPT AS EXPRESSLY SET FORTH HEREIN. LENDER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OTHER PERSON ON BEHALF OF THE COMPANY OR ANY OF ITS AFFILIATES.

9.6 The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, (ii) not an investment company as defined in section 3 of the Investment Company Act of 1940, and is not excluded from the definition of investment company by section 3(b) or section 3(c) of such Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF of the Securities Act, (iv) not barred from selling securities under §4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

10. **Lender Representations**

10.1 The Lender has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Lender, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

10.2 The Lender has been advised that this Agreement has not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Lender understands that this Agreement may not be resold or otherwise transferred, without the express written consent of the Company, unless it has been registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

10.3 The Lender is entering in this Agreement not with a view to, or for resale or otherwise redistribute the same.

10.4 The Lender acknowledges, and is entering into this Agreement in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

10.5 The Lender acknowledges that the Lender has received all the information the Lender has requested from the Company and the Lender considers necessary or appropriate for deciding whether to acquire this Agreement, and the Lender represents that the Lender has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this Agreement and to obtain any additional information necessary to verify the accuracy of the information given to the Lender. In deciding to purchase this Agreement, the Lender is not relying on the advice or recommendations of the Company or of the Portal and the Lender has made its own independent decision that the purchase of this Agreement is suitable and appropriate for the Lender. The Lender understands that no federal or state agency has passed upon the merits or risks in this Agreement or made any finding or determination concerning the fairness or advisability of this purchase.

10.6 The Lender understands and acknowledges that the Lender shall have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations.

10.7 The Lender understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this Agreement and any assets used to satisfy the debt obligations hereunder.

10.8 If the Lender is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Lender hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any offer or sale of this Agreement, including (a) the legal requirements within its jurisdiction for the purchase of this Agreement; (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, conversion, redemption, sale, or transfer of this Agreement. The Lender acknowledges that the Company has taken no action in foreign jurisdictions with respect to this Agreement.

10.9 The Lender understands that this Agreement is being offered in a regulation crowdfunding offering with other Agreements, and all participants in the aforementioned offering, together, "Lenders," will have the same rights and obligations.

10.10 The Lender agrees that except in the case of the Portal's willful misconduct, the Portal shall have no liability to the Lender or any third party for any form of damages (including without limitation, direct, indirect, incidental, special or consequential damages) arising out of or related to the Portal's management of the Escrow Account.

10.11 The Lender understands and expressly accepts that the Tokens have been created and will be delivered to the Lender at the sole risk of the Lender on an "AS IS" and "UNDER DEVELOPMENT" basis. The Lender understands and expressly accepts that the Lender has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE LENDER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

10.12 The Lender understands that Lender has no right against the Company or any other person or Affiliate except in the event of the Company's breach of this Agreement or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT.

10.13 The Lender understands that Lender bears sole responsibility for any taxes imposed on the Lender as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens issued to the Lender pursuant to the terms of this Agreement. To the extent permitted by law, the Lender agrees to indemnify, defend and hold the Company or any of its Affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Lender) arising or imposed on the Lender's acquisition, use or ownership of Tokens pursuant to this Agreement.

11. **Transfer Restrictions**.

11.1 **Legend**. The Lender understands and agrees that the Company may place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Agreement (and any Tokens used to repay this Agreement), together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws or similar constituent documents, as applicable, any other agreement between the Lender and the Company or any agreement between the Lender and any third party:

> THIS AGREEMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

11.2 **Required Consent**. In addition to the restrictions stated in the above legend, this Agreement may not be offered, sold or transferred without the express written consent of the Company.

12. Miscellaneous.

12.1 Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Lender.

12.2 The Lender is not entitled, as a holder of this Agreement, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Lender, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any

matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until shares have been issued upon the terms described herein.

12.3 In the event any one or more of the terms or 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 terms or provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this Agreement and the remaining terms and provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

12.4 All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

12.5 Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be New York, NY. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

12.6 The parties agree that any arbitration shall be limited to the dispute between the Company and the Lender individually and this Agreement only. To the full extent permitted by law, (i) no arbitration shall be joined with any other; (ii) no dispute between the parties is to be arbitrated on a class-action basis or will utilize class action procedures; and (iii) Lender may not bring any dispute in a purported representative capacity on behalf of the general public or any other persons.

12.7 Notwithstanding the foregoing, the parties agree that the following disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any disputes seeking to enforce or protect, or concerning the validity of, any of a party's intellectual property rights; (ii) any dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for injunctive relief.

12.8 This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

12.9 This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior agreement or understandings among them. The rights and obligations of the parties to this Agreement will be binding on, and will be of benefit to, each of the parties' successors, assigns, heirs and estates.

12.10 All notices under this Agreement will be sent via email or through the Token Network that facilitated the offering of this Agreement, notice will be considered effective when sent. The Company may post updates on its

website as a courtesy to Lenders, but is not required to, nor will updates posted exclusively on the Company's website be considered effective notice unless each Lender is directed to said website via email or through the Token Network that facilitated the offering of this Agreement. Once a party has provided notice, the other party will have fifteen (15) calendar days to respond if there is an *actionable event* (for example requesting a cash remittance under **Section 1(c)**). It is the Lender's sole responsibility to keep the Company informed of any changes in Lender's email address or any transfers of ownership of this Agreement.

12.11 In no event shall any stockholder, officer, director or employee of the Company be liable for any amounts due or payable pursuant to this Agreement.

12.12 The Company shall not be liable or responsible to the Lender, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (iv) laws or (v) action by any Governmental Authority.

(*Signature page follows*)

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered.

NORI, LLC

By: _____

Name: _____

Address:_____

Email:_____

LENDER

By: _____

Name: _____

Email:_____

Wire Information / ACH Information: