THIS INSTRUMENT 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 ("**REGULATION CF**") UNDER THE SECURITIES ACT AS SET FORTH IN 17 CFR § 227.501 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 THEUNITED 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.

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

PIERMONT BANK, THE QUALIFIED THIRD PARTY ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. PRIME TRUST, LLC, A TECHNOLOGY SERVICE PROVIDER TO THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES HEREIN. PRIME TRUST, LLC'S MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENTS ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. PRIME TRUST, LLC'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSE OF ACTING AS A SERVICE PROVIDER.

AUTHENTICITI, INC.

TOKEN DEBT PAYABLE BY ASSETS AGREEMENT

This **TOKEN DEBT PAYABLE BY ASSETS AGREEMENT (**this **"DPA")** is entered into on _____, 2022 **(**the **"Effective Date")**, by and among **AUTHENTICITI, INC.**, a Delaware corporation (the **"Company"**) and each of the lenders who execute a signature page hereto (each, a **"Lender,"** and, collectively, the **"Lenders"**) individually in the amount of USD $_____ (the **"Debt Amount"**).

WHEREAS, the purpose of the Lender's entry into the DPA is to provide funding, in the form of a loan, in an aggregate amount of up to $5,100,000.00 (the "Offering") to the Company for certain operating and other expenses related to the business operations of the Company;

WHEREAS, the Lender is hereby entitled to repayment, in one or more installments of cash and/or Tokens (defined below),with such variable interest rate (or no rate at all), as further set forth

below; and

WHEREAS, the Company shall use commercially reasonable efforts to reach each Milestone (defined below) by its projected date of completion and create a Token (defined below) before the Maturity Date (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Lenders and the Company, intending to be legally bound, hereby agree as follows:

"**Asset Interest Amount**" means the product of (a) the Interest Amount and (b) the Debt Amount.

"**CULT Release**" ("**Milestone No. 1"**) means the completion and release of the Token (CULT), created by the Company or its Affiliates, for use by the general public at the reasonable discretion of the Company. Projected to launch twelve (12) months from the Effective Date.

"**Escrow Percentage**" means forty percent (40%).

"**Genesis Token Event**" ("**Milestone No. 2**") means the time when the CULT Release has been made available to the general public, and blocks of Tokens are actively being generated. Upon the creation and/or minting of the Tokens, all current holders of Tokens and purchasers will be able to create a wallet with an address on the blockchain (a "**Wallet**") for the storage and exchange of the Tokens. Milestone No. 2 is projected to occur eighteen (18) months from the Effective Date. Together with Milestone No. 1, each a "**Milestone**" and collectively the "**Milestones**."

"**Interest Amount**" means simple interest of ten percent (10%), payable one time on the Debt Amount until the Maturity Date. After the Maturity Date, interest at a simple interest rate of ten percent (10%) per annum shall accrue on the sum of the (i) Debt Amount and (ii) the Asset Interest Amount.

"**Maturity Date**" means the third (3rd) anniversary of the Effective Date.

"**Offering Debt Amount"** means the sum of all Debt Amounts, not including interest, under all outstanding DPAs resulting from the Offering.

"**Token**" means digital blockchain tokens, "CULT", issued for use in association with a Genesis Token Event,in the reasonable business and technical judgment of the Company. For debt satisfaction under the terms of this DPA, Tokens shall be valued at the undiscounted price set by the Company for purposes of the Genesis Token Event ("**Token Valuation**").

"Token Repayment Amount" means the sum of (a) ten percent (10%) of the Debt Amount, and (b) the Debt Amount.

See Section 2 for additional defined terms.

1. ***Repayment of Debt Amount.***

   a. **General Repayment Terms.**

      i. ***Maturity Term.*** Upon the Maturity Date if the Debt Amount has not been satisfied or terminated as provided herein, the Company shall pay to the Lender the sum of (a) the Interest Amount and (b) the outstanding Debt Amount in either Tokens or USD Cash, within 30 days.

      ii. ***Repayment Obligation.*** An Affiliate of the Company may repay the Lender any amounts due underthis DPA, however, nothing herein shall relieve the Company of ultimate liability for the repayment of Lender's Debt Amount pursuant to this DPA and where applicable, any Interest Amount, due to the Lender per the terms of this DPA. The Company may choose, in its sole discretion, whether to repay the Lender's Debt Amount pursuant to this DPA in Tokens or USD cash.

      iii. ***Requirement to fully satisfy the Debt Amount.*** The Company must make, promptly, any additional payment in USD necessary to the Lender if an Escrow Event (defined below) is insufficient to satisfy this instrument in full pursuant to the terms herein.

      iv. ***Milestone Tracking.*** For purposes of tracking progress of completion of the Milestones, the Company will exercise commercially reasonable efforts to publish on the Company's website at https://cultos.io, at least monthly updates, regarding the ongoing progress towards the completion of the Milestones.

      v. ***Termination.*** This DPA will terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon the Company satisfying its repayment obligations in full pursuant to this Section 1.

   b. **Token Repayment Terms.**

      i. ***Token Repayment Terms:*** To the extent that the Company repays the Lender the Debt Amount in Tokens, the Company shall also, at the same time pay any Interest Amount due to the Lender in Tokens, together (the "**Token Repayment Amount**") irrespective of when the Token Repayment Amount is paid.

      ii. For debt satisfaction under the terms of this instrument, Tokens shall be valued based upon the Token Valuation, and the price per Token has preliminarily been set at $0.035. Such undiscounted price will be determined in the Company's reasonable discretion, after a review of the price in U.S. Dollars per token of comparable digital blockchain tokens, as set forth at 5:00 pm Pacific time on https://coinmarketcap.com or other publicly available third party valuation websites as the Company may select in its reasonable discretion.

iii. Tokens used to repay the Lender may be issued by the Company or an Affiliate thereof. If payment pursuant hereto is made in Tokens, the Company or its Affiliate shall use commercially reasonable efforts to issue fractional Tokens, if necessary, to repay the Debt Amount (or portion thereof). In the event that the Company and its Affiliates do not issue fractional Tokens, (i) 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 (ii) the Lender will forfeit the value of the fractional Tokens if the fractional remainderis less than 0.50 Tokens.

iv. In the event the Company elects or is required under the terms hereof to make a repayment of Debt Amount (in part or in full) by Tokens, if upon notice Lender fails to provide to Company within thirty (30) calendar days a Wallet address, network address or other information necessary to facilitate a distribution of Tokens to Lender, the Company may in its discretion effectuate such repayment in USD cash and without any interest, 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 obligations to repay the Lender and the Company will have been deemed to have fully repaid the Debt 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 sending Tokens to that inaccurate Wallet address, network address, or other repository.

c. **Repayment Events**.

i. ***Early Repayment in Full by Tokens***. At any time before the Maturity Date, in connection with the Genesis Token Event, in the event the Company elects to provide payment in Tokens, the Company will promptly pay the Token Repayment Amount to Lender. The Company will take all necessary steps to mint, reserve, and distribute Tokens sufficient to fulfill its repayment obligations under this instrument upon the occurrence of an event that would trigger this Section 1(c)(i)'s debt satisfaction procedure.

ii. ***Early Repayment in Cash at the Company's Discretion.***

1. Early Repayment in Cash before Milestone No. 1: At any time before reaching Milestone No. 1, but in no event more than twelve (12) months after the Effective Date, the Company may in its reasonable discretion exercise either

of the following early repayment options:

(i) if the Company decides in good faith that there will be no Genesis Token Event due to technical, business and/or regulatory challenges, the Company may, in its discretion, satisfy its obligations with respect to the Debt Amount in full by remitting a cash amount equivalent to the Lender Escrow Amount plus the product of the (A) Debt Amount and (B) twenty percent (20%) with no Interest Amount or other duties owed tothe Lender, and with the remaining unpaid portion of the Debt Amount being deemed a debt forgiveness by the Lender, or

(ii) if the Company fails to reach Milestone No. 1 within the projected timeline, within thirty (30) days of missing said Milestone, the Company will provide notice to the Lender, the Lender may then provide notice to the Company demanding an early repayment of the Debt Amount ("**Early Fiat Repayment Notice**"). Within fifteen (15) calendar days of receiving an Early Fiat Repayment Notice, the Company must direct the Portal to release the Lender Escrow Amount to the Lender in USD cash with no Interest Amount due thereon ("**Early Fiat Repayment Amount**"). Upon the Company paying (through the release of the Lender Escrow Amount from the Escrow Account) the Early Fiat Repayment Amount to the Lender pursuant hereto, the Company's repayment obligations under this instrument shall be fully satisfied. If the Company receives an Early Fiat Repayment Notice from multiple Lenders within a fifteen (15) calendar day period, the Company may make payments to all the relevant Lenders on the same day that is no more than fifteen (15) calendar days from the date of the last such notice. For the avoidance of doubt, a Lender who requests repayment pursuant to this Section 1(c)(ii)(1)(ii) will not be entitled to request repayment pursuant to other provisions of this instrument.

2. Early Repayment in Cash before Milestone No. 2: At any time, subsequent to the occurrence of Milestone No. 1 but before reaching Milestone No. 2, and in no event more than eighteen (18) months from of the Effective Date, the Company may in its reasonable discretion exercise either of the following early repayment options:

(i) if the Company decides in good faith that Milestone No. 2 cannot be met due to technical, business and/or regulatory challenges, the Company may in its discretion satisfy its obligations with respect to the Debt Amount in full by remitting a cash amount equivalent to the remaining Lender Escrow Amount of the Debt Amount plus the product of the (A) Debt Amount and (B) twenty percent (20%),

with no Interest Amount or other duties owed to the Lender, and with the remaining portion of the Debt Amount being deemed a debt forgiveness by the Lender; or

(ii) if the Company fails to reach Milestone No. 2 within the projected timeline, within thirty (30) days of missing said Milestone, the Company will provide notice to the Lender and the Lender may then provide an Early Fiat Repayment Notice. Within fifteen (15) calendar days of receiving an Early Fiat Repayment Notice, the Company must direct the Portal to release the Early Fiat Repayment Amount. Upon the Company paying (through the release of the remaining Lender Escrow Amount from the Escrow Account) the Early Fiat Repayment Amount to the Lender pursuant hereto, the Company's repayment obligations under this instrument shall be fully satisfied. If the Company receives multiple Early Fiat Repayment Notices within a fifteen (15) calendar day period, the Company may make payments to all the relevant Lenders on the same day that is no more than fifteen (15) calendar days from the date of the last such notice. For the avoidance of doubt, a Lender who requests repayment pursuant to this Section 1(c)(ii)(2)(ii) will not be entitled to request repayment pursuant to other provisions of this instrument.

d. **Dissolution Event**. If a Dissolution Event occurs before repayment obligations under this instrument have been satisfied in full, to the extent permissible by law, Lender shall have a right with respect to any cash funded by and traceable to Lender remaining in the Escrow Account.

e. **Termination**. This instrument will terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon the Company satisfying its repayment obligations in full pursuant to this Section 1.

f. **Default**. If the Company (a) fails to pay when due any principal or interest payment on the due date hereunder, and such payment shall not have been made within ten (10) days of the Company's receipt of the Lender's written notice to the Company of such failure to pay; or (b) materially breaches any other covenant contained in this instrument and such failure continues for fifteen (15) days after the Company receives written notice of such material breach from the Lender then in any such case the Lender may, upon written notice to the Company, declare this instrument in default and immediately due and payable in full.

2. ***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 (a) 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 fifty percent (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, (b) 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 (c) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"**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, or (d) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

"**Escrow Account**" means a Federal Deposit Insurance Corporation insured trust account maintained by Piermont Bank. The Portal accesses the Piermont Bank's services via technological integration with Prime Trust, LLC, that allows users of Prime Trust's services to access certain services of Piermont Bank. 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 instrument, (e) and must be opened and maintained in connection with this instrument.

"**Escrow Debt Amount**" means the product of (a) the Escrow Percentage and (b) the Net Debt Amount. This amount is subject to adjustment as set forth in Section 3.

"**Escrow Refund Event**" means the earlier of (a) the Company's decision to repay the DPA pursuant to Section 1(c)(ii)(1-3) before the second anniversary of the issuance of this instrument or (b) a Dissolution Event pursuant to Section 1(d).

"Escrow Release Event" means the Company's full payment of the Token Repayment Amount pursuant to Section 1(b)(i), provided, if the notice period has expired, any Tokens not delivered to Lender due to Lender's failure to provide a Wallet address as described in Section 1(b)(iv) will not be deemed unpaid for the purposes of this definition.

"**Governmental Authority**" means any nation or government, any state or other political

subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

"**Lender Escrow Amount**" means the product of (a) Escrow Debt Amount, multiplied by (b) a fraction with (i) a numerator equal to the Debt Amount and (ii) a denominator equal to (A) the Offering Debt Amount less (B) any other Lender's Debt Amount from the Offering previously repaid. For the avoidance of doubt, 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 Offering Debt Amount for the purposes of this definition.

"**Net Debt Amount**" means the difference between the Offering Debt Amount and Qualifying Portal Expenses.

"**Partial Escrow Refund Event**" means the Lender's request for repayment pursuant to Sections 1(c)(ii)(1)(ii) or 1(c)(ii)(2)(ii). For the avoidance of doubt, should every Lender whose Debt Amount remains outstanding who participated in this Offering request repayment pursuant to Sections 1(c)(ii)(1)(ii) or 1(c)(ii)(2)(ii), respectively, within a fifteen (15) day period, it shall be considered an Escrow Refund Event.

"**Partial Escrow Release Event**" means the Portal's release of funds from the Escrow Account to the Company pursuant to the schedule set by Section 3(d).

"**Portal**" or "**Republic**" means OpenDeal Portal LLC, a Delaware corporation and an SEC-registered entity operating as Republic, a FINRA registered Funding Portal or a successor entity. In the event of the dissolution of OpenDeal Portal LLC, the Company may appoint a successor if said successor is an independent party who agrees to act as a fiduciary for the Lenders (the "**Successor Portal**").

"**Qualifying Portal Expenses**" means the sum of all of the expenses related to this Offering through the Portal that the Company pays to the Portal (or entities operating the Portal) including commissions payable to the Portal, credit card fees payable in respect of amounts funded through the Portal, escrow agent transaction fees and the repayment of third-party service providers prepaid by the Portal (and excluding costs incurred by the Company associated with the Offering Debt Amount that are not paid to the Portal such as legal costs).

"**Senior Indebtedness**" means any (i) indebtedness, liabilities and other obligations of the Company or with respect to which the Company is a guarantor, to banks, insurance companies or other lending or thrift institutions regularly engaged in the business of lending money, whether secured or unsecured, (ii) indebtedness, liabilities and other obligations of the Company under any line of credit or revolving credit facility and (iii) any deferrals, renewals or extensions or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness.

3. ***Escrow Account.***

a. **Distribution of Certain Amounts**. Within thirty (30) calendar days after the Effective Date and contingent upon approval from the Escrow Agent of account opening, the Portal shall instruct the Escrow Agent (defined below) to (a) distribute sixty percent (60%) of the Net Debt Amount to the Company, and (b) retain the Escrow Debt Amount in the Escrow Account (or a successor account as determined by the Escrow Agent).

b. **Escrow Event**. Upon the successful issuance of this instrument, the Company shall retain the Escrow Debt Amount in the Escrow Account and grant Republic Investment Services, LLC (**"RIS"**) all rights and privileges necessary to manage said Escrow Account. RIS will not spend, transfer, or use the funds in the Escrow Account for any purpose until the occurrence of the any of the following: (i) an Escrow Release Event, (ii) a Partial Escrow Release Event, (iii) an Escrow Refund Event, or (iv) a Partial Escrow Refund Event (each an "**Escrow Event"** and, collectively, the "**Escrow Events**").

c. **Escrow Release, Generally**. Upon the occurrence of an Escrow Event, the Company shall provide timely notice to RIS and/or thePortal in the form of an "**Escrow Release Notice**," and within thirty (30) calendar days of the RIS and/or the Portal receiving an Escrow Release Notice, RIS shall direct transfer the funds in the Escrow Account to each party entitled to said funds, in accordance with the following instructions:

i. ***All funds to the Company***. In the event of an Escrow Release Event, all funds from the Offering Debt Amount remaining in the Escrow Account shall be immediately due to the Company.

ii. ***Some funds to the Company***. In the event of a Partial Escrow Release Event, the funds designated by Section 3(d) shall be due and payable to the Company.

iii. ***Some funds to Lender(s)***. In the event of a Partial Escrow Refund Event, the Company will provide copies of the Early Fiat Repayment Notice(s) to the Portal and the Portal will release the Early Fiat Repayment Amount(s) to the relevant Lenders.

iv. ***All remaining funds to Lenders***. In the event of an Escrow Refund Event, all funds remaining in Escrow Account from the Offering Debt Amount shall be due to the Lenders *pari passu* with all other Lenders, based on said Lender's Debt Amount.

d. **Partial Escrow Release Event**. The following schedule shall be followed with regard to the release of funds from the Escrow Account to the Company:

i. ***Meeting of Milestone No. 1***. If upon the Company's confirmation in its sole discretion that Milestone No. 1 has been successfully met, of funds remaining in the Escrow Account, the Portal shall release to the Company the product of (i) the Escrow Debt Amount and (ii) 0.5.

ii. ***Meeting of Milestone No. 2***. If upon the Company's confirmation in its sole discretion that Milestone No. 2 has been successfully met, of funds remaining in the Escrow Account, the Portal shall release the remainder of the Escrow Debt Amount in full to the Company. The Portal may then close the Escrow Account.

e. **Maintenance of the Escrow Account**. The Company will be solely responsible for any fees associated with the maintenance of the Escrow Account or the transmission of funds, and for such purposes no fees will be paid out of the Escrow Account or reduce the Escrow Debt Amount. Lenders whose Debt Amount was satisfied by providing an Early Fiat Repayment Notice and receiving and Early Fiat Repayment Amount will not receive funds from this event.

4. ***Company Representations.***

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

b. The execution, delivery and performance by the Company of this DPA and the transactions contemplated hereby are 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 instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be 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.

c. The performance and consummation of the transactions contemplated by this instrument 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.

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

e. Except as required by law, the Company agrees (i) not to treat this instrument as debt for tax purposes or for any non-tax purposes and (ii) not to report any payments, deemed payments, or accrued payment obligations on this instrument as a payment of interest or accrual of "original issue discount" (as defined in Section 1273 of the Internal Revenue Code of 1986, as amended) on any tax return of the Company or any of its Affiliates.

f. THE COMPANY MAKES NO 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 OTHER PERSON ON THE COMPANY'S BEHALF.

g. The Company or a duly authorized Affiliate of the Company shall be solely responsible for the custody and transfer of Tokens to the Lender.

h. The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**"), (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 an 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, (iv) not barred from selling securities under §4(a)(6) due to a failure to make timely annual report filings, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vi) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

5. ***Lender Representations.***

a. The Lender has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Lender, enforceable in accordance with its terms, except as may be 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.

b. The Lender has been advised that this instrument has not been registered under the Securities Act or any state securities laws and is offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Lender understands that this instrument may not be resold or otherwise transferred unless it is registered under the Securities Act and applicable state securities laws orpursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

c. The Lender is entering into this instrument not with a view to, or for resale or to otherwise redistribute the same.

d. The Lender acknowledges, and is entering into this instrument 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.

e. The Lender acknowledges that the Lender has received all the information the Lender has requested from the Company and that the Lender considers necessary or appropriate for deciding whether to acquire this instrument, 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 instrument and to obtain any additional information necessary to verify the accuracy of the information given to the Lender. In deciding to purchase this instrument, 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 instrument 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 instrument or made any finding or determination concerning the fairness or advisability of this purchase.

f. The Lender understands and acknowledges that as a Lender under this DPA, the Lender shall have no voting, information or inspection rights, aside from any disclosure requirements the Company isrequired to make under relevant securities regulations.

g. 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 instrument or any assets used to satisfy the debt obligations hereunder.

h. 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 instrument, including (a) the legal requirements within its jurisdiction for the purchase of this instrument; (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

instrument. The Lender acknowledges that the Company has taken no action in foreign jurisdictions with respect to this instrument.

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

j. 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.

k. The Lender acknowledges that it is the rightful owner of, or has the appropriate and lawful right to use, the Wallet address provided to Portal and/or the Company for the purpose of receiving Tokens. Furthermore, the Lender acknowledges that neither the Company nor the Portal will have access to or control over the Lender's Wallet address' private key(s).

l. The Lender understands and expressly accepts that the Tokens will be created and 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 instrument, 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.

m. 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 instrument or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, 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 INSTRUMENT. 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 INSTRUMENT.

n. The Lender understands that the Lender bears sole responsibility for any taxes imposed on the Lender as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens issued

to the Lender pursuant to the terms of this instrument. To the extent permitted by law, the Lender agrees to indemnify, defend and hold the Company and 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 instrument.

o. The Lender acknowledges and agrees that it has truthfully complied with the Portal's Know Your Customer ("***KYC***") test, whereby the Lender will be screened against the Office of Foreign Assets Control lists and other watch lists. The Lender agrees to provide the Portal with the relevant information and assistance in the process in a timely manner. If the Lender does not provide the information reasonably requested by the Portal, then the Company shall not be obligated to complete the sale or deliver of this instrument nor Tokens to the Lender.

6. ***Transfer Restrictions***.

a. 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 instrument (and any Tokens used to repay this instrument), together with any other legends that may be required by stateor 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 INSTRUMENT 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.

7. ***Ranking and Subordination.***

a. This instrument and any others of like-kind issued by the Company shall rank *pari passu* as to the payment of principal and interest. The Lender agrees that any payments or prepayments to the Lender and to the holders of other DPAs, whether principal, interest or otherwise, shall be made pro rata among the Lender and the other holders of other DPAs issued by the Company based upon the aggregate unpaid principal amount of this instrument and the other DPAs issued by the Company.

b. By accepting this instrument, the Lender agrees that all payments on account of the indebtedness, liabilities and other obligations of the Company to the Lender, including, without limitation, all amounts of principal, interest accrued hereon, and all other amounts payable by the Company to the Lender under this instrument or in connection herewith shall be subordinated and subject in right of payment, to the extent and manner set forth herein, to the prior payment in full in cash or cash equivalents of any Senior Indebtedness of the Company.

8. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be mailed or otherwise delivered in person or by electronic transmission at the email address of such party set forth below or to such other address or email address as the party shall have furnished in writing to the other party:

If to Company:

Authenticiti, Inc.
388 Market Street
Suite 1300
San Francisco, CA 94111
andrew@authenticiti.io
Attn: Andrew Yang, Chief Financial Officer

With a copy to:

Brian Korn, Esq.
Manatt Phelps & Phillips LLP
7 Times Square
New York, NY 10036
(212) 790-4510
BKorn@manatt.com

If to Lender:

_____

9. ***Miscellaneous***.

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

b. The Lender is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company 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.

c. In the event any one or more of the terms or provisions of this instrument 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 instrument operate or would prospectively operate to invalidate this instrument, 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 instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

d. 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.

e. Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, 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, New York. 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.

f. The parties agree that any arbitration shall be limited to the dispute between the Company and the Lender individually and this instrument 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) the Lender may not bring any dispute in a purported representative capacity on behalf of the general public or any other persons.

g. 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.

h. This instrument 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 instrument.

i. This instrument 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 instrument will be binding on, and will inure to the benefit of, each of the parties' successors, assigns, heirs and estates.

j. All notices under this instrument will be sent via email or through the platform that facilitated the offering of this instrument, and 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 platform that facilitated the offering of this instrument. 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)(ii)(1)(ii)). It is the Lender's sole responsibility to keep the Company informed of any changes in the Lender's email address or any transfers of ownership of this instrument.

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

l. The Company shall not be liable or responsible to the Lender, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, 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.]

IN WHITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered as of the date first set forth above.

AUTHENTICITI, INC.

By:_____
Name:_____
Title:_____

LENDER

By:_____
Name:_____
Title:_____