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NEITHER OPENDEAL BROKER LLC (“OPENDEAL BROKER”) NOR REPUBLIC CRYPTO LLC (“REPUBLIC ADVISORY SERVICES”) HAS INVESTIGATED (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN CONTRIBUTION IN THIS OFFERING OR THE TOKENS OFFERED HEREIN. NEITHER OPENDEAL BROKER NOR REPUBLIC ADVISORY SERVICES NOR ANY OF THEIR AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE TOKENS OFFERED HEREIN. EACH OF OPENDEAL BROKER’S AND REPUBLIC ADVISORY SERVICES’ CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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EARLY CONTRIBUTION AGREEMENT

ASTRA ASSOCIATION

a Swiss Association

Name of Contributor:	[INSERT NAME]
Email Address of Contributor:	[INSERT EMAIL]
Wallet Address of Contributor:	INSERT WALLET ADDRESS]
Effective Date:	[INSERT DATE]

Deadline Date:	March 31, 2023, provided that the Association, in its sole and absolute discretion, shall have the right to extend this date by a further ninety (90) calendar days.
Contribution Amount (in U.S. Dollar):	[INSERT TOTAL CONTRIBUTION AMOUNT]
Contribution Price Per Token:	Subject to clause 2(d), US\$[INSERT: 0.12] per Token, converted from the currency used to make the contribution (unless purchasing in USD) at the Applicable Exchange Rate.
Acquired Tokens: (Contribution Amount divided by the Contribution Price Per Token)	[INSERT TOTAL NUMBER OF TOKENS BEING ACQUIRED]
Lock-Up (see also the “Restricted Period” described in Annexure 1 below):	<p>Prior to the expiration of the one-year period following the Token Integration Event (“TIE”) the Contributor will not offer, sell, pledge, or otherwise transfer the ECA or Acquired Tokens in the United States or to U.S. Persons (as defined in Rule 902 of Regulation S under the Securities Act), unless in compliance with securities laws.</p> <p>The Acquired Tokens shall be subject to certain lock-up restrictions, such that the Acquired Tokens may not be transferable by the Contributor for a period of up to one year (the “Lock-Up Restrictions”).</p> <p>The Acquired Tokens shall be subject to the Lock-Up Restrictions commencing on the Date of the TIE and released over time as follows (the “Lock-Up Release Schedule”):</p>

THIS EARLY CONTRIBUTION AGREEMENT (the “**Agreement**”) is entered into as of the date hereof between:

- a. the undersigned Contributor (the “**Contributor**”); and
- b. Astra Association, a Switzerland Association (the “**Association**”).

WHEREAS:

- a. The Association proposes to create and make available the Tokens for acquisition; and
- b. The Contributor desires to make an early contribution to the Association, thereby receiving such number of Tokens as set out herein upon the provisions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

“**Affiliates**” means, with respect to any specified Person, any director, officer, partner, member, authorized representative, agent or employee of such Person and any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, and for purposes of this definition “control” (including, with correlative meanings, the terms, “controlled by” and “under common control

with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of this management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Applicable Exchange Rate**” means the BitPay Best Bid (“**BBB**”) exchange rate. The BBB exchange rate is determined directly from the cryptocurrency exchanges with which BitPay has relationships, at the time an invoice is generated for the Contributor by BitPay (“**BitPay Invoice**”) when the Contributor initiates the payment process. The then applicable BBB exchange rate as reflected in the BitPay Invoice will remain available to the Contributor for fifteen (15) minutes (“**BBB Rate Lock**”), and the Association is guaranteed to receive the exact amount of fiat currency used to generate the BitPay invoice provided that a successful payment is made by the Contributor within such BBB Rate Lock period. Once the BBB Rate Lock lapses, the Contributor must manually generate a new BitPay Invoice reflecting a new applicable BBB exchange rate and thereby receive a new BitPay Rate Lock. More information on the BBB exchange rate is available at <https://bitpay.com/exchange-rates/>.

“**Association Parties**” means the Association and its Affiliates and “**Association Party**” means any one of such Persons.

“**Dissolution Event**” means (i) a voluntary termination of the operations of the Association, (ii) a general assignment of all or substantially all the Association’s assets for the benefit of the Association’s creditors, or (iii) any other liquidation, dissolution or winding up of the Association, whether voluntary or involuntary.

“**ECA**” means an early contribution agreement in exchange Tokens, similar in form and content to this Agreement.

“**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.

“**Information Materials**” refers to the Association’s International Offering Memorandum only, and as it is used in connection with the public offering occurring on <https://republic.co/astra> commencing on November 11, 2022 at 5:00 pm UTC (as may be amended from time to time).

“**Laws**” means the laws, acts, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, sanctions, administrative acts and decrees of any relevant jurisdiction.

“**Person**” means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

“**Platform**” means the Astra Protocol ecosystem and platform and their associated compliance services as described further in the Information Materials.

“**Prohibited Person**” means, as determined by the Association in its sole and absolute discretion:

- a. a person unable to pass the Association’s know-your-client requirements as may be determined by the Association from time to time in its sole and absolute discretion;
- b. a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of, a jurisdiction identified in Schedule 1 of this Agreement;
- c. an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce’s denied persons or entity list, the United States Department of Treasury’s specially designated nationals or blocked persons lists, the United States Department of State’s debarred parties list, any United Nations Security Council sanctions lists, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO’s overall list of Sanctioned Individuals, Entities and Organizations, or any other sanctions list;
- d. a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority;
- e. a person acting, directly or indirectly, in contravention of any applicable Law;

- f. a person that has been involved at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti bribery statute or has been subject to any investigation or sanction by, or a request for information from, any Governmental Authority relating to money laundering, terrorist financing, corruption, or bribery in any jurisdiction or under any Law; or
- g. a person that is, unless otherwise disclosed in writing to the Association prior to your taking part in the Offering, a politically exposed person (“**PEP**”) as defined by the Financial Action Task Force (or such similar person under any applicable Law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close associate of a PEP or any corporation, business or other entity that has been formed by, or for the benefit of, a PEP or any immediate family member or close associate of a PEP.

“**TIE**” or “**Token Integration Event**” means, as determined by the Association in its sole and absolute discretion, the date upon which Tokens are integrated and usable in connection with the Platform.

“**Tokens**” means the Association’s cryptographic governance tokens known as ASTR tokens, as described further in the Information Materials and which shall upon the occurrence of the TIE (if ever) operate in connection with the Platform.

“**U.S. Person**” means any one of the following (i) any U.S. Citizen; (ii) any natural person resident in the United States of America; (iii) any partnership or corporation organized or incorporated under the laws of the United States of America; (iv) any estate of which any executor or administrator is a U.S. Person; (v) any trust of which any trustee is a U.S. Person; (vi) any agency or branch of a foreign entity located in the United States of America; (vii) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (viii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and (ix) any partnership or corporation if (a) organized or incorporated under the laws of any foreign jurisdiction; and (b) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts. However, for the avoidance of doubt, the following are not a “**U.S. Person**” (x) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; (xi) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if (a) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and (b) the estate is governed by foreign law; (xii) any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person; (xiii) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (xiv) any agency or branch of a U.S. Person located outside the United States if (a) the agency or branch operates for valid business reasons; and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (xv) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter- American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

In this Agreement, a reference to:

- a. a currency includes a reference to a cryptocurrency;
- b. a clause, exhibit, annexure or schedule, unless the context otherwise requires, is a reference to a clause, exhibit, annexure or schedule to this Agreement; and
- c. a statutory provision includes a reference to:
 - i. the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and

- ii. any subordinate legislation made under the statutory provision (whether before or after the date of this Agreement).

The exhibits, annexures and schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and reference to this Agreement include the exhibits, annexures and schedules.

The headings in this Agreement shall not affect the interpretation of this Agreement.

2. Purpose and Allocation of Tokens

The Contributor acknowledges and agrees that:

- (a) the Association is under no obligation to update and maintain the Information Materials;
- (b) the Association may at any time, in its sole and absolute discretion, modify (i) the design, manner and terms of the Token, (ii) the integration of the Tokens into the Platform's design and functionality, (iii) the timing, manner and terms of allocation of Tokens, and (iv) the design, manner and provisions of the Information Materials;
- (c) the Information Materials are for general information purposes only; may be amended by the Association from time to time without notice to the Contributor; and does not form any part of a contract, arrangement or understanding (or otherwise) between the parties;
- (d) the allocation of Tokens by the Association to the Contributor:
 - i. may be subject to prior approval of one or more Governmental Authorities and the timing of such approval (if any) may be beyond the control or influence of the Association; and
 - ii. may depending on the timing of the receipt of the Contribution Amount from the Contributor, be allocated between one or more tiers of available Tokens that may have different Contribution Prices Per Token and applicable Lock-Up provisions set forth herein. Unless otherwise agreed, the Association will use reasonable efforts to allocate Tokens to the Contributor based on the best available Contribution Price Per Token (which may, however, have other less desirable commercial terms as compared to other tiers of Tokens which have a higher Contribution Price Per Token).
- (e) THE ASSOCIATION DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY;
- (f) OTHER THAN AS SET OUT IN THE INFORMATION MATERIALS, THE TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE, SECURITY, OR EQUIVALENT RIGHTS, OR ANY RIGHT TO RECEIVE FUTURE REVENUE SHARES, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION IN OR RELATING TO THE PLATFORM, THE ASSOCIATION OR ANY AFFILIATE OF THE ASSOCIATION. THE TOKENS ARE NOT INTENDED TO BE A LOAN CONTRACT, CURRENCY, SECURITY, COMMODITY OR ANY KIND OF FINANCIAL INSTRUMENT; and
- (g) WITH RESPECT TO THE INFORMATION MATERIALS, THE PLATFORM, THIS AGREEMENT AND THE TOKENS, THE ASSOCIATION SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.
- (h) THE CONTRIBUTOR IS PURCHASING THE TOKENS TO CONTRIBUTE TO THE PROJECTS OF THE ASSOCIATION BY FINANCING AND SUPPORTING THEM AND

THAT THEY ARE NOT PURCHASING THE TOKENS WITH A VIEW TO RESALE OR DISTRIBUTION.

- (i) Apart from the functionality defined above, the Contributor understands and accepts that the ASTR Tokens is a utility token under FINMA's ICO Guidelines¹⁰ and does not represent or constitute any ownership rights or stake, share or security, or equivalent rights nor any rights to receive future revenues, shares in or relating to the Association other than defined above.

CONTRIBUTOR ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THE RIGHTS ACQUIRED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN. BY PARTICIPATING IN THIS OFFERING, CONTRIBUTOR AGREES TO BE BOUND BY THIS AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN IN ALL RESPECTS.

3. Events

- (a) **Payment of Contribution Amount.** The Contributor shall make full payment of the Contribution Amount to the Association's Nominated Wallet Address (as defined in the table set out above) within seven (7) calendar days of the date hereof.
- (b) **Contribution.** Contributor hereby agrees to contributions that number of Acquired Tokens for an aggregate contribution price equal to the Contribution Amount, each as set forth above (subject to transaction fees and gas cost). The Association reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Contributor's contribution in whole or in part, along with this ECA for any reason and for no reason. Without limiting any of the foregoing, the valid execution of this ECA shall be conditioned upon the following terms being met: (i) Contributor's completion of the contribution commitment process on the online platform maintained by OpenDeal Broker, providing technical services which allow the online hosting of the Association's offering; (ii) Contributor's delivery of the Contribution Amount to an account maintained for the benefit of the Association's Offering by BitPay, in the manner and method provided in the Association's offering disclosures; and (iii) the Association counter-signing this Agreement. For the avoidance of doubt, the Association may round the number of Acquired Tokens set forth above to the nearest tenth decimal place.
- (c) **Payment.** Contributor covenants and agrees to pay the Contribution Amount to the Association on or about the Date of this Agreement, and in any case no later than seven (7) business days after the Date of this Agreement. Contributor acknowledges and agrees that the Association may, in its sole discretion and without notice, rescind or terminate, as applicable, this ECA and the Tokens in the event that Contributor does not deliver to the Association its signature page to this ECA or the Contribution Amount, in each case within seven (7) business days of the Date of this Agreement.
- (d) **Contributor Qualification.** Contributor acknowledges and agrees that it is required to meet certain requirements in order to participate in this offering, including the Contributor's residency and citizenship requirements, as well as compliance with the Token Terms and Conditions. Contributor acknowledges and agrees that, in the event the Association determines that Contributor does not meet the Association's requirements for Contributors hereunder (as determined by the Association in its sole discretion), the Association may immediately and without notice rescind or terminate, as applicable, this ECA and the Tokens, notwithstanding Contributor's compliance with the Token Terms and Conditions, delivery of the Contribution Amount to the Association, or that the Association may have delivered a signature page to this ECA.
- (e) **Form of Payment.** The Association agrees to accept payment for the Contribution Amount via Bitcoin (BTC), Ether (ETH), or USD Coin (USDC) through BitPay and as determined by the Applicable Exchange Rate; provided that the Association may elect to accept other methods or

¹⁰ FINMA Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs), published 16th February 2018.

forms of payment on an as-converted to U.S. dollars basis in its sole discretion and subject to BitPay's support of such digital assets. The Contribution Amount will be subject to certain transaction fees including gas costs or miner fees if paying in cryptocurrency. To avoid such variable exchange rate, you may pay with USDC. The Association reserves the right to discontinue accepting any type of consideration in its sole discretion.

Processing of Payment. Payments made in cryptocurrency and digital assets will be processed through BitPay. The Association reserves the right to discontinue accepting any type of consideration in its sole discretion. Proceeds denominated in US Dollars in connection with contributions will be placed into an account maintained for the benefit of the Association's Offering by BitPay, and held on behalf of the Association until the close of the offering. All funds will be released to the Association after the Contributor's Closing Requirements (as defined in the International Offering Memorandum) are confirmed to be satisfied after the close of the offering.

- (f) **Token Integration Event.** If there is a TIE prior to the Deadline Date (as defined in the table set forth on P.2 of this ECA), the Association shall, within no later than two (2) calendar months following the TIE enable the Contributor to begin accessing the Acquired Tokens for use on the Platform in accordance with the Lock-Up Release Schedule set forth herein, subject to the Association obtaining any relevant approvals from any relevant Governmental Authorities. In connection with, as a condition to, and prior to the issuance or transfer of any Acquired Tokens by the Association to the Contributor pursuant to this Clause 3(g) the Contributor shall:
- i. execute and deliver to the Association any and all other documents related to this Agreement as are requested by the Association, including, without limitation, verification of its identity, source of funds, and residency under the applicable securities Laws and tax reporting and beneficial ownership status; and
 - ii. if not already provided, provide to the Association a network address to which the Contributor's Tokens shall be delivered following the TIE.
- (g) **Dissolution Event.** Upon the occurrence of a Dissolution Event prior to (i) the Deadline Date, or (ii) the transfer of any Tokens pursuant to Clause 3(f), the Association shall pay, after the payment of all other creditors, an amount equal to the Contribution Amount (the "**Returned Contribution Amount**"), due and payable to the Contributor immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Association. If immediately prior to the occurrence of the Dissolution Event, the assets of the Association that remain lawfully available for payment to the Contributor and all holders of all other ECAs (collectively, the "**ECA Parties**"), as determined in good faith by the Association's board of directors, are insufficient to permit the payment to the ECA Parties of their respective Returned Contribution Amounts, then the remaining assets of the Association lawfully available for payment shall be paid with equal priority and pro rata among the ECA Parties based on the relative value (in the Contribution Price currency of the Tokens as set out herein) of each ECA Party's respective Contribution Amount on the date of receipt by the Association of such Contribution Amount and calculated by reference, as applicable, to the Applicable Exchange Rate as at such date (and the claims of the Contributor against the Association shall abate accordingly and any further claims of the Contributor on the Association shall be extinguished). The Association will make commercially reasonable efforts but shall not be required to pay the Returned Contribution Amount to the Contributor in the original currency of the Contribution Amount.
- (h) **Deadline Date.** If the TIE has not occurred on or before the Deadline Date the Association shall make payment to the Contributor from the available assets of the Association that remain lawfully available applying Clauses 3(f) and 3(g) *mutatis mutandis*.
- (i) **Subsequent ECAs and Further Token Sales.** The Association may offer and sell ECAs and/or Tokens in multiple rounds at different times and on different terms and conditions. If the Association issues a subsequent ECA prior to the expiration or termination of this Agreement, the

Association is under no obligation to provide the Contributor with any notice thereof, copies of any documentation relating to such subsequent ECA, or any additional information related to such subsequent ECA, whether or not reasonably requested by the Contributor. For the avoidance of doubt, in the event the Contributor determines that the terms and conditions of the subsequent ECA are preferable to the terms and conditions of this Agreement, the Association is under no obligation to amend and restate this Agreement to be similar or identical to the subsequent ECA. Any unsold Tokens at the time of TIE shall initially be retained by the Association and can thereafter be dealt with by the Association in its sole and absolute discretion.

- (j) **Adjustment by the Association.** Notwithstanding anything to the contrary contained herein, the Association may determine in its sole and absolute discretion at any time prior to the TIE to not transfer all or any of the Acquired Tokens to the Contributor and shall in such event repay to the Contributor the relevant portion of the Contribution Amount in the currency in which it was received by the Association from the Contributor.
- (k) **Return of Funds; Rejected Transactions.** If the Offering does not close for any reason or a subscription is rejected by the Association, the Contribution Amount less any applicable transaction fees, gas costs and miner fees and, in certain circumstances, will be returned to the Contributor. Separately, the Association reserves the right to discontinue accepting any type of consideration in its sole discretion. Further, if the Offering does not close for any reason or a subscription is rejected by the Association, or this Agreement is terminated pursuant to this Agreement, and if payment was made in the specifically approved cryptocurrency or digital assets, a refund of the Contribution Amount will be made in the cryptocurrency used for the original contribution using the applicable U.S. Dollar to cryptocurrency exchange rate in effect at the time the refund is sent, such refunds will be based upon the U.S. Dollar-denominated value of the Contribution Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations), and subject to certain fees (e.g., gas costs or miner fees). For the avoidance of doubt, Contributors will not have the right to terminate this Agreement at any time. Gas costs and miner fees paid in the original subscription will not be refunded.

4. Association Representations and Warranties

The Association hereby represents and warrants to the Contributor that:

- (a) the Association is validly existing and in good standing under the Laws of Switzerland;
- (b) the execution, delivery and performance by the Association of this Agreement is, to the Association's knowledge, within the power of the Association and, other than with respect to the actions to be taken when Tokens are to be transferred to the Contributor, has been duly authorized by all necessary actions on the part of the Association; and
- (c) this Agreement constitutes a legal, valid and binding obligation of the Association, enforceable against the Association 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.

5. Contributor Representations, Warranties and Covenants and Acknowledgement of Risk Factors

The Contributor hereby represents, warrants and covenants to, and agrees with, each of the Association Parties to the matters set out in Annexure 1 to this Agreement and has read and fully understood Annexure 2 (Risk Disclosures: Certain Risk Factors) to this Agreement.

6. Procedures for Contribution

The Contributor shall comply with the procedures set forth in Exhibit A hereof.

We plan to market this Offering to potential investors through the Republic Platform. We will hold an Initial Closing on ASTR Tokens at any time during the Offering Period after OpenDeal Broker has received notification that the terms have been met and, upon OpenDeal Broker's approval, we may hold one or more additional closings until we determine to cease having any additional closings during the Offering Period. We will close on proceeds based upon the order in which they are received. We will consider various factors in determining the timing of any additional closings following the Initial Closing, including the amount of proceeds received at the Initial Closing and any prior additional closings.

7. Indemnification

The Contributor does hereby to the fullest extent permitted by applicable Law indemnify, defend and hold the Association Parties harmless from and against any and all loss, penalty, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Contributor, or breach or failure by the Contributor to comply with any covenant or agreement made by the Contributor in this Agreement or in any other document furnished by the Contributor to any of the foregoing in connection with this transaction, or (ii) any action instituted by or on behalf of the Contributor against any Association Party that is finally resolved by judgment against the Contributor or in favor of an Association Party. The remedies provided in this Clause 7 shall be cumulative and shall not preclude the assertion by any Association Party of any other rights or the seeking of any other remedies against the Contributor. This indemnification shall survive any disposition of the Contributor's Tokens.

8. Limitation of Liability

To the fullest extent permitted by applicable Law (i) in no event will any Association Party be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Agreement, the Tokens or the use of the Platform, regardless of the form of action, whether based in contract, tort or any other legal or equitable claim (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Association Parties, whether in contract, tort or other legal or equitable claim, arising out of or relating to this Agreement, the Tokens or the use of the Platform exceed the amount the Contributor pays to the Association hereunder.

9. Miscellaneous

- (a) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar instruments entered into by the Association from time to time. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Association and the Contributor.
- (b) Any notice required or permitted by this Agreement shall be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- (c) The Contributor is not entitled, as a counterparty to this Agreement or as a holder of Tokens, to vote or receive dividends or be deemed the holder of any right, title, interest and/or membership interest of the Association for any purpose, nor shall anything contained herein be construed to confer on the Contributor, as such, any of the rights of a member of the Association. However, without limitation to the above, the Association reserves all rights with respect to pursuing any form of decentralized governance should it so determine that doing so would be in the best interests of the holders of Tokens from time to time.
- (d) The Contributor must at all times remain the only person who has control over the Contributor's private key, digital wallet and any other device associated with the contribution of Tokens and any username, passwords or other login or identifying credentials used by the Contributor with respect

to the Platform and the Tokens. The Contributor must implement reasonable and appropriate measures designed to secure access to any private key, digital wallet or any other device associated with the acquisition of Tokens or the use of the Platform. If the Contributor transfers any such private key, digital wallet or any other device associated with the acquisition of Tokens or the use of the Platform to any third party, the Contributor does so at its own risk and the Association shall not be held responsible for any loss the Contributor may suffer as a result of third parties accessing the Contributor's private key, digital wallet or any other device associated with the acquisition of Tokens or the use of the Platform. In the event that the Contributor is no longer in possession and control of any private key, digital wallet or any other device associated with the acquisition of Tokens, the use of the Platform and/or if the Contributor is unable to provide login or identifying credentials to the Association and/or if the private key file or password respectively become lost or stolen, the Contributor may lose all of the Tokens, access to the use of the Platform and/or the access to the Contributor's digital wallet. For the avoidance of doubt, the Association is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the Platform and the Contributor understands and agrees that all Token contributions are non-refundable and therefore the Contributor shall not receive any amount of currency or other compensation for any Tokens acquired and/or lost for whatever reason. Failure to use the Platform correctly and/or to follow the Association's procedures as may be made available from time to time may result in the Contributor not receiving any Tokens, losing access to the use of the Platform or losing some or all of the amounts paid in exchange for Tokens, regardless of the contribution date.

- (e) Neither this Agreement nor the rights contained herein may be assigned or transferred, by operation of law or otherwise, by either party without the prior written consent of the other; and provided, further, that the Association may assign or transfer this Agreement in whole, without the consent of the Contributor, to any Association Party or otherwise in connection with a reorganization to change the Association's (or such Association Party's) domicile.
- (f) 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 any jurisdiction, 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 in any jurisdiction, then and in any such event, such provision(s) shall be deemed modified to the minimum extent necessary so that such provision, as so modified, shall no longer be held to be invalid, illegal or unenforceable. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction, and in each case to no other. The remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby. Furthermore, in the event of any such modification, invalidity or unenforceability, this Agreement shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question and otherwise as set forth herein.
- (g) All rights and obligations hereunder shall be governed by the Laws of Switzerland, without regard to the conflicts of law provisions of such jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts of Switzerland and any courts competent to hear appeals from those courts. Any claim or dispute arising under this Agreement will take place on an individual basis without resort to any form of class or representative action (the "**Class Action Waiver**"). THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this Agreement to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and the Contributor acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this Agreement.
- (h) The Contributor shall, and shall cause its Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be requested by the Association to carry out the provisions of this Agreement and give effect to the

transactions contemplated by this Agreement, including, without limitation, to enable the Association or the transactions contemplated by this Agreement to comply with applicable Laws.

- (i) The Association may determine, from time to time and in its sole and absolute discretion, that it is necessary to obtain certain information about the Contributor and its Affiliates in order to comply with applicable Laws in connection with the Contributor's entry into this Agreement and its subsequent holding of Tokens. The Contributor agrees to provide the Association with such information promptly upon request, and the Contributor acknowledges and accepts that the Association may refuse to accept the Contributor's application until the Contributor provides such requested information and the Association has determined that it is permissible for the Association to accept the Contributor's application and receive the Contribution Amount from the Contributor under applicable Law. The Association further reserves the right to request identification documentation from the Contributor and its Affiliates at any time. In the event that the Contributor or any such Affiliate does not provide such requested information to the satisfaction of the Association (in its sole and absolute discretion) the Association shall not be bound by the provisions of this Agreement and shall be entitled to specifically refuse any presentation of Tokens by the Contributor to the Association or any other Association Party. In the event that the Contributor, directly or indirectly, sells, assigns, transfers, conveys or otherwise disposes of any Tokens it does hereby covenant with the Association to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Association at the request of the Association from time to time.
- (j) The Contributor hereby consents to the Association transferring the Contributor's personal data to any Association Party for processing and to recipients in countries which do not provide the same level of data protection as Switzerland. The Association and each other Association Party may use the Contributor's information for any purpose they determine including, without limitation, for administration, marketing, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes. The Association and each other Association Party may further disclose the Contributor's information to any of their respective service providers, agents, relevant custodians or similar third parties for any reason and such persons may keep the Contributor's information for any period of time permitted by applicable Law. The Contributor does hereby consent to the Association and any other Association Party disclosing any of the Contributor's information which they hold to any Governmental Authority or prosecuting authority for any reason and without notice to the Contributor. The Contributor hereby acknowledges and agrees to hold the Association and each other Association Party harmless in respect of any disclosure of information by such persons in accordance with this Agreement. For the avoidance of any doubt, the Association and each other Association Party shall not be liable to the Contributor or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.
- (k) The Association Parties shall not be liable or responsible to the Contributor, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement, including without limitation, launching the Platform or consummating the TIE.
- (l) The Contributor hereby acknowledges and agrees that for the purposes of applicable Law each Association Party not a party to this Agreement is an intended third-party beneficiary under this Agreement (and the Association shall hold the benefit of such provisions on trust for each such Association Party). However, the parties to this Agreement may rescind or vary this Agreement (including, without limitation, any variation so as to extinguish or alter a third party's entitlement to enforce any provisions of this Agreement) without the consent of any such third party.
- (m) Each party to this Agreement acknowledges that Lorez Legal, Switzerland legal counsel to the Association, has represented solely the Association, and not the Contributor or any shareholder, director or employee of the Contributor in the preparation of this Agreement.

- (n) All communications from the Association to the Contributor and all information and other material supplied by the Association to the Contributor which is marked “confidential” or is by its nature intended to be confidential and any information concerning the matters with respect to this Agreement shall be kept confidential by the Contributor unless the Contributor is compelled to disclose such information pursuant to applicable Law.
- (o) This Agreement may be terminated:
 - i. with the written consent of the parties;
 - ii. by the Association upon notice in writing to the Contributor in the event the Association determines in its sole and absolute discretion that applicable Law prohibits or renders illegal the sale of Tokens pursuant to this Agreement;
 - iii. by the Association upon notice in writing to the Contributor if at any time (a) the Contributor is in breach of any of its obligation pursuant to this Agreement, or (b) there is an inaccuracy in any of the representations or warranties given hereunder by the Contributor; or
 - iv. by the Association upon notice in writing to the Contributor in the event that the Contributor fails to make full payment of the Contribution Amount to the Association within seven (7) calendar days of the date hereof.
- (p) Upon termination of this Agreement by the Association for any reason, and without prejudice to any other rights or remedies the Association may have against the Contributor, all the Contributor’s rights under this Agreement shall immediately terminate and the Contributor shall not be entitled to (i) a refund of any Contribution Amount paid, or (ii) the transfer, or further transfer, of any Tokens.
- (q) Without limitation of anything else in this Agreement, the Association shall not be liable or responsible to the Contributor, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, developing and launching the Association’s technology, 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 or instability; (iv) health pandemic; (v) changes to applicable law; or (vi) action by any Governmental Authority.
- (r) Clauses 1, 2, 3(g), 3(h), 3(i), 5, 7, 8 and 9 shall survive the termination or completion of this Agreement.
- (s) This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. Any signature delivered by any form of electronic transmission shall be deemed an original and create a valid and binding obligation of the executing party with the same force and effect as a physically delivered signature.

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

ACCEPTED AND AGREED TO:

Astra Association

By: Arthur Ali, Co-Founder and Treasurer, An Authorized Representative

Email: arthur@astraprotocol.com

CONTRIBUTOR:

Name of Contributor: _____

By: _____

Name: _____

Email: _____

SCHEDULE 1

LIST OF RESTRICTED JURISDICTIONS

- Afghanistan
- Belarus
- Cote D'Ivoire
- Cuba
- Congo
- Democratic Republic of Congo (D.R.C)
- Democratic People's Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Islamic Republic of Iran
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- Ontario, Canada
- Palestinian Territory
- People's Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Any jurisdiction in which the entry into this Agreement or the ownership of the Tokens is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations or other applicable sanctions or embargoes

The Association reserves the right to add any additional jurisdictions at any time and without prior notice.