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DURING THE APPLICABLE DISTRIBUTION COMPLIANCE PERIOD WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE U.S. SECURITIES ACT. HEDGING TRANSACTIONS WITH REGARD TO THE INSTRUMENTS SHALL ALSO BE PROHIBITED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT. THIS INSTRUMENT HAS NOT BEEN APPROVED FOR TRADING BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED.

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OTHER NOTICES

NEXTSEED SECURITIES, LLC (N/K/A OPENDEALBROKER LLC) DBA OPENDEALBROKER, THE CAPITAL R (“ODB”) HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF ANY INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB BROKER’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “RISKS” SECTIONS OF THIS DOCUMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

NEITHER STRIPE, INC. (“STRIPE”), THE CREDIT CARD PROCESSOR, PROVIDENT BANCORP, INC. (“BANKPROV” OR THE “ESCROW AGENT”), BITPAY, INC., THE PROVIDER OF CRYPTOCURRENCY PAYMENT ACCEPTANCE SERVICES FOR THE OFFERING, HAS INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NEITHER STRIPE, THE ESCROW AGENT, BITPAY NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. EACH OF STRIPE’S, THE ESCROW AGENT’S, AND BITPAY’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

MetaJuice International, Inc.

Token Purchase Agreement

Summary of the Terms

| | |
|--|---|
| Purchaser: | [INSERT NAME] |
| Agreement Date: | [INSERT DATE OF AGREEMENT] |
| Deadline Date: | April 11, 2023 at 7:00 AM EST |
| Purchaser's Network Address for Delivery of Tokens: | [INSERT PURCHASER'S RECEIVING WALLET ADDRESS] |
| Purchase Amount: | [INSERT TOTAL PURCHASE AMOUNT] |
| Price Per Token: | [INSERT PRICE PER TOKEN] |
| Purchased Tokens: | [INSERT TOTAL NUMBER OF TOKENS BEING PURCHASED] |
| Token Processing Fee | \$10 |
| Form of Payment: | <p>The Purchase Amount can be paid in U.S. dollars, USD Coin (USDC), or such other form of payment as is accepted by the payment processor BitPay, Inc. (“BitPay”) and subject to BitPay’s applicable terms of use, and that is agreed by MetaJuice International, Inc. The U.S. dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in Section 3, below. Those purchases will incur a 1% total processing fee of the amount raised through BitPay, which will be charged to ODB (as defined below). Cash payments may also be made in wire transfer or credit card (through Stripe). Those purchases will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. These total expenses for Stripe and BitPay will ultimately be borne by the Company. Wire fees are different depending on institution and are the responsibility of the investor. It can range from \$25-\$75+. Notwithstanding the foregoing, if the Purchaser resides in a Restricted Jurisdiction, the Purchase</p> |

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|----------------------------------|---|
| | <p>Amount must be paid in U.S. dollars via cash, wire transfer, or credit card (through Stripe).</p> <p>Cash received in connection with the Purchase Amount will be placed into an escrow account established by the Company with an escrow agent designated by NextSeed Securities, LLC (n/k/a OpenDealBroker LLC) dba OpenDealBroker, the Capital R, a registered private placement broker-dealer with CRD#: 291387 (“ODB”) for the benefit of this offering. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their investment via the platform that is operated by ODB (the “Republic Platform”) for the benefit of the offering. Any subscription made through the Republic Platform will have the consideration directed and immediately be deposited into the bank account of an escrow agent designated by ODB.</p> |
| <p>Delivery Schedule:</p> | <p>Offering A: Provided that the Tokens have been listed on an Exchange, one third of the Tokens will be delivered to Purchaser on the date (the “A Release Date”) that is three months from the Effective Date (as defined below) and the remaining two thirds of Tokens will be delivered to Purchaser ratably in two monthly installments each month thereafter on the same day of the month as the A Release Date (and if there is no corresponding day, the last day of the month).</p> <p>Offering B: Provided that the Tokens have been listed on an Exchange, one third of the Tokens will be delivered to Purchaser on the date (the “B Release Date”) that is six months from the Effective Date (as defined below) and the remaining two thirds of Tokens will be delivered to Purchaser ratably in two monthly installments each month thereafter on the same day of the month as the B Release Date (and if there is no corresponding day, the last day of the month).</p> |

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| | <p>Offering C: One third of the Tokens will be delivered to Purchaser on the date (the “C Release Date”) that is twelve months from the Effective Date (as defined below) and the remaining two thirds of Tokens will be delivered to Purchaser ratably in two monthly installments each month thereafter on the same day of the month as the C Release Date (and if there is no corresponding day, the last day of the month).</p> |
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THIS TOKEN PURCHASE AGREEMENT (this “**Agreement**”) is made on or about the Agreement Date, by and between the Purchaser and MetaJuice International, Inc., a British Virgin Islands (“**BVI**”) business company incorporated under the laws of BVI with company number 207182 (the “**Company**”) in exchange for the payment by the Purchaser of the Purchase Amount, subject to the terms and conditions set forth below.

1. Events.

(a) **Token Distribution.** Unless otherwise agreed by the Company and the Purchaser in writing, the Purchaser will pay the Purchase Amount plus the Token Processing Fee to the Company within seven (7) business days of the Agreement Date. Subject to Sections 1(b) and 1(c), the Company will deliver to the Purchaser Tokens equal to the Purchase Amount divided by the Price Per Token according to the Delivery Schedule.

In connection with the issuance and delivery of Tokens by the Company to the Purchaser pursuant to this Section 1(a), the Purchaser will execute and deliver to the Company all documents which may be required by the Company related to the use of the Tokens on the Network (the “**Token Documents**”) so long as the terms of such Token Documents are substantially the same as those published by the Company for general use of the Tokens on the Network (the “**Terms of Use**”). Such Token Documents will supersede the disclosures, terms and conditions previously provided, made available to or discussed with the Purchaser, if any, except that the Token delivery terms shall be as set forth herein. The Purchaser acknowledges that the Terms of Use are subject to change on an ongoing basis in the sole and absolute discretion of the Company as and to the extent the Company deems necessary or advisable. In addition, the Tokens issued pursuant to this Section 1(a) shall not be issued if (i) the representations and warranties of Token purchasers set forth in the Token Documents are not true or do not match with respect to the Purchaser at the time of the Token delivery, or (ii) the Purchaser is otherwise not eligible to receive Tokens under the Token Documents or Terms of Use.

(b) **Required Withdrawal.** The Company shall be authorized to terminate this Agreement if: (i) the Company’s external legal counsel advises that this Agreement would be or is reasonably likely to be in violation of applicable securities laws or regulations, or (ii) this Agreement causes or would be reasonably likely to cause, extraordinary expense, substantial additional obligations or a material adverse effect on the Company, any of its Affiliates, or other Purchasers. Following the execution of this Agreement, to the extent necessary and required by law, the Company may take additional steps or request reasonable additional information to verify the accuracy of the representations and warranties made in Exhibit A. In the event that the Company, in its sole but reasonable discretion, is unable to reasonably verify the accuracy of such information, the Company shall be authorized to terminate this Agreement.

(c) **Dissolution Event**. This Agreement shall automatically terminate upon a Dissolution Event.

(d) **Termination**. This Agreement will expire and terminate upon the delivery of the Tokens to the Purchaser pursuant to Section 1(a), the Company's decision to terminate this Agreement pursuant to Section 1(b), or in the case of Section 1(c). In addition, this Agreement may be terminated by mutual written consent of the parties to this Agreement.

2. ***Definitions.***

"Affiliate" means, with respect to any party, a Person that controls, is controlled by or under common control with such party; where "control" means, with respect to any Person, ownership by another Person of more than 50% of such Person's voting securities.

"Application" means the primary software application developed by the Company in which the Company intends the Tokens to be used.

"Blockchain" means the primary blockchain protocol, whether existing or created by the Company, as designated by the Company in its sole discretion, on which initial generation and transfers of the Tokens are recorded.

"Disqualified Jurisdiction" means the jurisdictions identified on **Exhibit B**.

"Dissolution Event" means (i) a voluntary termination of operations of the Company on a permanent basis; (ii) a general assignment for the benefit of the Company's creditors; or (iii) any other liquidation, dissolution or winding up of the Company (excluding a liquidity event), whether voluntary or involuntary.

"Effective Date" means the date of the closing of the offering of Tokens under this Agreement and all other Token Purchase Agreements and the beginning of the applicable distribution compliance period as defined in Rule 902(f) of Regulation S ("**Reg S**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**").

"Exchange" means a major centralized exchange not accessible by U.S. persons, as determined by the Company in its sole discretion.

"Network" means the Application and the Blockchain.

"Person" means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

"Restricted Jurisdiction" means the jurisdictions identified on **Exhibit B**.

"Token Purchase Agreement" means an instrument for the purchase of Tokens, similar in form and content to this Agreement, sold by the Company.

"Token(s)" means the cryptographic, blockchain-based tokens that are currently referred to as "VCORE" tokens in the Company's current marketing materials. The term "Tokens" shall not refer to any cryptographic, blockchain-based tokens that the Company determines, in consultation with a nationally recognized U.S. law firm, would otherwise not be treated as securities under U.S. securities laws, but for

the fact such tokens have been offered or sold to investors in a capital raising transaction. For example, non-fungible tokens, stablecoins and fixed price tokens (including VCOIN) would generally not be the type of Tokens covered by this Agreement.

3. Currency Treatment. In the event that the Purchase Amount (or any portion thereof) is paid in any digital currencies via BitPay, BitPay will determine the then current exchange rate applicable to the Purchaser's transaction, referred to as the BitPay's 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 Purchaser by BitPay ("**BitPay Invoice**") when the Purchaser initiates a payment. The then applicable BBB exchange rate as reflected in the BitPay Invoice will remain available to the Purchaser for fifteen (15) minutes ("**BBB Rate Lock**"), and the Company 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 Purchaser within the BBB Rate Lock period. Once the BBB Rate Lock lapses, the Purchaser must manually generate a new BitPay Invoice reflecting a new applicable BBB exchange rate. To avoid such variable exchange rate, you may pay with USDC. For more information on BitPay exchange rates, please visit <https://bitpay.com/exchange-rates/>. MetaJuice reserves the right to continue accepting any type of consideration in its sole discretion.

If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). MetaJuice (and neither BitPay nor Republic) is solely responsible for all such refunds for cryptocurrency purchases and, subject to applicable law, will issue such refunds directly to the Purchaser's wallet address provided to BitPay when making the purchase. MetaJuice will issue any refunds within ten (10) calendar days of receipt of the Purchaser's wallet information from Republic. If MetaJuice fails to deliver the refund on time, MetaJuice will pay a late fee of 4% of the refunded Purchase Amount to the Purchaser. Under no circumstances will MetaJuice issue a refund to a wallet address different from the one used by Purchaser to make the purchase. Due to changes in the applicable exchange rate, as well as gas fees or miner fees required to send the refund, and which are deducted from the refund amount, the amount of cryptocurrency refunded may be less than the amount used to pay the rejected purchase. Gas fees and miner fees will not be refunded. Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded.

4. Company Representations.

(a) The Company is a BVI business company duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands and has the power to own, lease, and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(c) The performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) to the knowledge of the Company, 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 Agreement, other than: (i) the Company's corporate approvals; (ii) to the knowledge of the Company, any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Tokens to be delivered pursuant to Section 1(a).

5. *Purchaser Representations.*

(a) Purchaser makes the representations and warrants set forth in **Exhibit A**.

6. *Purchaser Covenants.*

(a) Purchaser shall immediately notify Company (i) if any representation or warranty of Purchaser in this Agreement becomes untrue, or if any change in facts or circumstances renders any representation or warranty materially misleading, or (ii) if any other information, in any form, provided by Purchaser to Company or an Affiliate thereof in connection with Purchaser's proposed investment shall become untrue, or if any change in facts or circumstances renders any representation or warranty materially misleading, in each case prior to Purchaser's receipt of any Token.

(b) Purchaser agrees to resell the Tokens only in accordance with the provisions of Reg S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration, and agrees that Purchaser shall not engage in hedging transactions with regard to the Tokens unless in compliance with the U.S. Securities Act.

(c) Purchaser agrees that it will (i) conduct all of its activities under this Agreement outside the United States at all times and in accordance with applicable law and in satisfaction of Reg S; and (ii) ensure that any transaction involving a Token in which it is a party is an offshore transaction.

(d) Purchaser agrees that prior to the expiration of the applicable distribution compliance period required under Category 3 of Rule 903 of Reg S, Purchaser and any other subsequent transferee of the Tokens may be required to provide to the Company or its agents certifications and other documentation relating to the non-U.S. Person status of any such transferee, and Purchaser agrees to so inform such transferee prior to any such proposed transfer.

(e) Purchaser agrees that the Tokens may not be used, assigned, sold, traded, exchanged or otherwise transferred to any person in a Disqualified Jurisdiction until such jurisdiction is no longer

restricted, and that additional transfer restrictions may continue to apply to Purchaser's Tokens based on certain regulatory treatment in certain jurisdictions.

(f) Purchaser agrees that it will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of the Tokens in connection with transactions that violate U.S. federal or state securities or commodity laws.

(g) The Purchaser hereby consents to the Company transferring the Purchaser's personal data to any of its Affiliates for processing and to recipients in countries which do not provide the same level of data protection as the British Virgin Islands. The Company and each of its Affiliates may use the Purchaser'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 Company and each of its Affiliates may further disclose the Purchaser'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 Purchaser's information for any period of time permitted by applicable law. The Purchaser does hereby consent to the Company and any of its Affiliates disclosing any of the Purchaser's information which they hold to any governmental authority or prosecuting authority for any reason and without notice to the Purchaser. The Purchaser hereby acknowledges and agrees to hold the Company and each of its Affiliates harmless in respect of any disclosure of information by such persons in accordance with this Agreement. For the avoidance of any doubt, the Company and each of its Affiliates shall not be liable to the Purchaser or any other person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.

(h) Purchaser agrees that the funds, including any fiat currency, virtual currency or other cryptographic token, that Purchaser uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use Tokens to finance, engage in, or otherwise support any unlawful activities. All payments by Purchaser under this Agreement will be made only in Purchaser's name, from a digital wallet or bank account held in Purchaser's name and under Purchaser's control, and not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

(i) Purchaser agrees that the Company and/or any of its delegates or agents, may require verification of the identity of the Purchaser and the source of the Purchaser's purchase monies. The Purchaser undertakes to provide: (i) such information and documentation as the Company and/or any of its delegates or agents may request to verify any information about the Purchaser in compliance with applicable anti-money laundering laws and regulations; and (ii) any further information and documentation as the Company and/or any of its delegates or agents may request from time to time to ensure ongoing compliance with applicable laws and regulations, or any other related policies, best practice guidelines and regulations as implemented by the Company at its sole discretion, from time to time. The Purchaser agrees that such information and documentation it shall present to the Company shall be within the Company's requested time frame, up to date, complete, truthful, and accurate. The Purchaser agrees that neither the Company nor any of its delegates or agents shall be liable for any loss arising as a result of a failure to distribute Tokens to the Purchaser if such information and documentation as has been requested has not been provided by the Purchaser.

(j) Purchaser agrees that it is responsible for implementing reasonable measures for securing Purchaser's wallet, vault or other storage mechanism used to receive and hold Tokens purchased under this

Agreement, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the private key(s) or other access credentials are lost, the Purchaser may lose access to the Tokens. The Company is not responsible for any such losses.

7. Indemnification

Purchaser agrees to indemnify and hold the Company and its Affiliates and each of its or their respective officers, directors, agents, joint venturers, employees and representatives (each, a “**Company Party**”), harmless from any third-party claim or third-party demand (including reasonable and documented attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to Purchaser’s (i) breach of this Agreement, and (ii) gross negligence, fraud or willful misconduct, except where such claim directly results from the gross negligence, fraud or willful misconduct of the Company. The remedies provided in this Section 7 shall be cumulative and shall not preclude the assertion by any Company Party of any other rights or the seeking of any other remedies against the Purchaser. This indemnification shall survive any disposition of the Purchaser’s Tokens.

8. Disclaimer; Limitation of Liability

(a) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, in each case, for any failure or delay in fulfilling or performing its obligations under Section 1, if and to the extent that 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) applicable law or regulations; (v) action by any governmental authority; (vi) cyber-attacks, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing and similar events; or (vii) technological changes not within the control of the Company (including changes imposed by platforms or networks related to the Tokens and the Network).

(b) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR (iii) 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, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY’S BEHALF.

(c) To the fullest extent permitted by applicable law (i) in no event will any Company 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 Blockchain, 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 Company 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 Protocol exceed the amount the Purchaser pays to the Company hereunder.

9. Assignment.

(a) Subject to Section 9(b), the Purchaser shall not, by operation of law or otherwise, directly or indirectly (and shall not agree to) assign the benefit of this Agreement (in whole or in part) without the prior written consent of the Company. Subject to Section 9(c), the Company shall not, by operation of law or otherwise, directly or indirectly (and shall not agree to) assign this Agreement nor the rights and/or obligations contained herein, without the prior written consent of the Purchaser.

(b) The Purchaser shall be entitled, without the consent of the Company, after having given no less than three (3) business days' prior written notice to the Company, to assign the benefit of this Agreement (in whole or in part) or any Tokens (or economic interest in any Token) or transfer any or all its obligations and liabilities under this Agreement to any other entity that directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser (an "Assignee"), provided that the Assignee: (i) undertakes in writing to the Company to be bound by the Purchaser's obligations and liabilities under this Agreement; (ii) warrants in writing to the Company that each of the Purchaser's representations set forth in Exhibit A and elsewhere in this Agreement is true, accurate and not misleading as at the date of the assignment or transfer with respect to itself (as if each reference to the Purchaser is construed as a reference to the Assignee); and (iii) delivers such other documents to the Company relating to this Agreement as the Company may reasonably request.

(c) The Company may assign this Agreement in whole, without the consent of the Purchaser, (i) in connection with a reincorporation to change the Company's domicile or a transfer by way of continuation of the company to another jurisdiction or (ii) to a direct or indirect subsidiary or Affiliate of the Company.

10. Miscellaneous.

(a) This Agreement is one of a series of agreements for the purchase of Tokens being sold by the Company from time to time. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the purchasers of a majority in aggregate purchase amount paid to the Company with respect to all outstanding agreements for the purchase of Tokens at the time of such amendment, waiver or modification.

(b) 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 relating to the subject matter hereof. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(c) Any notice required or permitted by this Agreement will be deemed sufficient (i) when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page; (ii) 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice (iii) or as programmed by the Republic Platform.

(d) In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or

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

(e) Both Company and Purchaser shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the other party to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement, including, without limitation, to enable the Company or the transactions contemplated by this Agreement to comply with applicable laws.

(f) The Purchaser is not entitled, as a holder of this Agreement, to vote or receive dividends or be deemed the holder of shares of capital of the Company or its Affiliates for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders 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.

(g) The respective rights of the parties set forth in Sections 4, 5, 6, 7, 8, 9, and 10 will survive the termination of this Agreement.

(h) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or the formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the British Virgin Islands, and shall be handled under the jurisdiction of competent British Virgin Islands courts.

(i) Each party to this Agreement acknowledges that Perkins Coie, LLP (“**Perkins**”), counsel to the Company, may have in the past represented and may now or in the future represent one or more Purchasers or their Affiliates in matters unrelated to the transactions contemplated by this Agreement (this “**Transaction**”), including representation of such Purchasers or their Affiliates in matters of a similar nature to this Transaction. The applicable rules of professional conduct require that Perkins inform the parties hereunder of this representation and obtain their informed consent. Perkins has served as counsel to the Company and has negotiated the terms of this Transaction solely on behalf of the Company. The Company and each Purchaser hereby (a) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (b) acknowledge that with respect to this Transaction, Perkins has represented solely the Company, and not any Purchaser or any shareholder, director or employee of the Company or any Purchaser; and (c) gives its informed consent to Perkins’ representation of the Company in this Transaction despite any possible representation of the Purchaser(s) in other matters as described above.

(j) Neither party may use or disclose the other party’s name (directly or indirectly, explicitly or implicitly) in any manner that indicates or suggests that there is or has been a relationship between the parties except with the affected party’s specific prior written consent or as required by applicable law.

(k) 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.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

COMPANY:

METAJUICE INTERNATIONAL, INC.

By: _____

Name: John Burris

Title: President

Address: Floor 4, Banco Popular Building

Road Town, Tortola VG1110, British Virgin Islands

Email: jbarris@metajuce.com

PURCHASER:

###

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

EXHIBIT A

PURCHASER REPRESENTATIONS:

The Purchaser of the Tokens represents and warrants as follows:

1. Purchaser has such knowledge and experience in financial and business matters such that Purchaser is capable of evaluating the merits and risks of the receipt of Tokens and by reason of Purchaser's own business and financial experience has the capacity to protect its own interests regarding this Agreement and receipt of Tokens.
2. The Purchaser's entry into this Agreement complies with applicable laws and regulations in the Purchaser's jurisdiction. Purchaser is in full compliance with all anti-money laundering laws and regulations that are in force, and the purchase of Tokens under the Agreement by the Purchaser will not be in breach of any laws and regulations that are in force in any relevant jurisdiction.
3. Purchaser has the ability to bear the economic risk of its purchase or investment associated with Tokens, and Purchaser can hold the Tokens indefinitely and could afford a complete loss on the Tokens.
4. Purchaser has obtained and reviewed all information about the Company and Tokens that Purchaser desires and which Purchaser feels is necessary to enable Purchaser to recognize and evaluate the merits and risks of their purchase or investment associated with the Tokens. Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication. The Purchaser represents that it has adequate information on which to base its decision to purchase Tokens through this Agreement and the Confidential International Offering Memorandum presented with this Agreement (the "**Memorandum**").
5. Purchaser has read and understands the Memorandum, including the section regarding Risk Factors.
6. Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
7. Purchaser is (i) not a "U.S. Person" as defined in Rule 902 of Reg S (a "**U.S. Person**") or is not deemed to be a U.S. Person under Rule 902(k)(2) of Reg S; (ii) is not domiciled in and has their principal place of business outside of the United States; and (iii) is not acquiring Tokens for the account or benefit of a U.S. Person.
8. Purchaser is acquiring the Tokens in an "**offshore transaction**" as defined by Rule 902(h) of Reg S (*i.e.*, the offer to sell the Tokens to Purchaser was not made to Purchaser in the United States and, at the time the transfer was completed, Purchaser was outside the United States).
9. No "**directed selling efforts**" as defined in Rule 902(c) of Reg S were made in the United States (*i.e.*, no marketing efforts were made to Purchaser in the United States) and in no event should this Agreement be construed as a prospectus, advertisement or a public offering of the Tokens in the United States. The Purchaser has not engaged and Purchaser will not engage or cause any third

party to engage in any directed selling efforts (as defined in Reg S) in the United States with respect to the Tokens (or an interest in the Tokens or hedge transaction associated with the Tokens).

10. Tokens are being acquired and will be held by Purchaser for personal investment or use, Purchaser is not a “distributor” (as such term is defined in Reg S) or a “dealer” (as such term is defined in the U.S. Securities Act), and Purchaser has no present intention of distributing the Tokens or any interest therein to others.
11. Purchaser acknowledges and is aware that in order to comply with Reg S as promulgated under the U.S. Securities Act, and other regulations, transfer of Tokens to U.S. Persons and persons of other jurisdictions are limited. Purchaser acknowledges and is aware that there are substantial restrictions on the use and transferability of Tokens (including as set forth in Section 6 of this Agreement), and there will be no public market for the Tokens for U.S. Persons. The Tokens will not be registered under the U.S. Securities Act, or qualified under the securities law of any state in the United States and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. This means that Purchaser and any other holders of Tokens may not transfer Tokens to any U.S. Person without registration or an exemption from registration under the U.S. Securities Act.
12. Purchaser acknowledges and agrees that (i) the transfer restrictions applicable to Tokens set forth herein are binding upon subsequent transferees, except for transferees pursuant to an effective registration statement under the U.S. Securities Act, and that Purchaser shall inform any subsequent transferee of the transfer restrictions applicable to Tokens set forth in this Agreement and the rights and obligations applicable to a holder of the Token and the Company; (ii) any person to whom a subsequent transferee transfers will, in turn, be subject to applicable re-transfer restrictions depending upon the manner of any such transfer and therefore Purchaser will require each transferee to inform subsequent transferees of the transfer restrictions applicable to Tokens and require such subsequent transferees to do the same; and (iii) transfer restrictions applicable to Tokens are also applicable to interest in the Tokens or a hedge transaction associated with the Tokens and all references within this Agreement to transfer restrictions shall be construed accordingly.
13. Purchaser acknowledges and is aware that (i) the Company is not registered or licensed with any national, federal or state regulatory as an investment adviser, broker-dealer, or other form of entity regulated by a financial services regulator and accordingly Purchaser will not be afforded the full set of protections provided to the clients of such entities, including those under the U.S. Securities Act, the U.S. Securities Exchange Act of 1934, as amended, the Investment Advisers Act of 1940, as amended, and any similar national or state laws, (ii) this agreement and the Tokens have not been reviewed by, passed upon, or submitted to any securities regulatory authority or financial services regulator, and no such authority or regulator has expressed an opinion on this Agreement or the Tokens; and (iii) Tokens are not legal tender, are not backed by any government, and accounts and value balances associated with Tokens are not subject to deposit or investor protection, including protections of the U.S. Federal Deposit Insurance Corporation or the U.S. Securities Investor Protection Corporation.
14. Purchaser is not part of a plan or scheme on Purchaser’s part, or any of Purchaser’s affiliates or any person acting on Purchaser’s or Purchaser’s affiliates’ behalf to evade the registration requirements under the U.S. Securities Act.
15. Purchaser has been advised and fully comprehends that the Tokens are being treated by the

Company in a manner consistent with securities under the U.S. Securities Act and that Purchaser acknowledges and agrees that Purchaser must treat the Tokens in the same manner for the foreseeable future and not take actions inconsistent with such treatment, and advise any subsequent transferee of the same, and that the Company is entering into this agreement in material reliance on Purchaser's representations, warranties and covenants set out in this Agreement.

16. Purchaser acknowledges and is aware that the Company shall refuse to permit any transfer of Tokens not made in accordance with the provisions of Reg S, pursuant to registration under the U.S. Securities Act or pursuant to an available exemption from registration, and that any transfer made in violation of the provisions applicable to transfer in this Agreement will be null and void and Company will not recognize any such attempted transfer.
17. Purchaser acknowledges that the Tokens will be deemed to bear the legend set forth below (in addition to any other legend required by U.S. or non-U.S. federal or state securities laws that may be applicable to the Tokens or provided in any other agreement with the Company):

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

BY ITS ACQUISITION HEREOF, THE HOLDER (I) REPRESENTS THAT IT IS NOT A U.S. PERSON AND IS ACQUIRING THE TOKEN IN AN OFFSHORE TRANSACTION, (II) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE TOKEN EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, (B) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OR (C) PURSUANT TO ANY OTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT (IF AVAILABLE), AND (III) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THE TOKEN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE

TRANSACTION,” “UNITED STATES” AND “U.S. PERSON” HAVE THE MEANINGS GIVEN TO THEM BY REGULATIONS UNDER THE U.S. SECURITIES ACT.

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

18. The Purchaser has been advised that this Agreement has not been approved for trading by the CFTC. The Purchaser represents that it is not purchasing this Agreement on the basis that it is a contract of sale of a commodity for future delivery (or option on such a contract), a swap or any other instrument subject to the CEA.
19. The Purchaser understands that neither the Company nor an Affiliate is licensed as a money transmitter (“**MT**”) or a money services business (“**MSB**”). If the Company or an Affiliate was deemed to be an MT and/or MSB, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Network, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Company’s costs in creating and facilitating transactions in the Tokens. It could lead to the termination of the Tokens. Further, a regulator could take action against the Company or an Affiliate if it views the Tokens and the Network as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Company to cease operations.
20. The Purchaser understands that the Tokens are non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation from the Company or any Affiliates.
21. The Purchaser is not registered with the U.S. Securities and Exchange Commission as a broker-dealer, alternative trading system or exchange, and is not a member of the U.S. Financial Industry Regulatory Authority (“**FINRA**”) nor is required to be registered with the U.S. Securities and Exchange Commission or is subject to the rules of FINRA.
22. Purchaser and their Affiliates shall comply at all times with all laws, statutes and regulations relating to anti-money laundering, countering the financing of terrorism, sanctions, anti-bribery and anti-corruption under all laws applicable to it or them (as the case may be).
23. The Purchaser understands and acknowledges that title to, and risk of loss of, Tokens it receives from the Company passes from the Company to Purchaser in the British Virgin Islands.
24. The Purchaser understands that the Purchaser bears sole responsibility for any tax obligations of the Purchaser as a result of the matters and transactions that are the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the delivery of Tokens to the Purchaser pursuant

to this Agreement) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

25. The Purchaser is not a resident of and is not domiciled in, any Disqualified Jurisdiction or purchasing the Tokens from a location in any Disqualified Jurisdiction, and the Purchaser is not a natural person who is a resident of, or physically located in, the British Virgin Islands.
26. Neither the Purchaser nor any beneficial owner of Purchaser is a Prohibited Person. "**Prohibited Person**" means (i) a citizen or resident of a geographic area in which use of cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes; (iii) an individual, or an individual directly or indirectly employed by or associated with an entity, that is: identified on the U.S. Department of Commerce's Denied Persons or Entity List; the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists; the U.S. Department of State's Debarred Parties List; any relevant lists maintained by the North Atlantic Treaty Organization, Organization for Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, Financial Crimes Enforcement Network ("**FinCEN**"), the Office of Foreign Assets Control ("**OFAC**"), countries listed by Transparency International (www.transparency.org) as being vulnerable to corruption; or the sanctions lists adopted by the United Nations and the European Union to such extent such sanctions are extended by the UK Government to its Overseas Territories, as such lists may be amended from time to time; or (iv) a person who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Company, after being specifically notified by the Purchaser in writing that it is such a person, conducts further due diligence, and determines that the purchase is permitted. If Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, the Purchaser will immediately notify the Company. To the knowledge of the Purchaser, (i) no person or entity that controls, is controlled by or under common control with, the Purchaser is a Prohibited Person, and (ii) no person having any direct or indirect beneficial interest in the Purchaser is a Prohibited Person.

EXHIBIT B

JURISDICTIONAL RESTRICTIONS

Disqualified Jurisdictions: The following list of jurisdictions are “Disqualified Jurisdictions.”

- Afghanistan
- Belarus
- Canada
- Cote D’Ivoire
- Cuba
- Congo
- Democratic Republic of Congo (D.R.C.)
- Iran
- Democratic People’s Republic of North Korea
- Donetsk People’s Republic (DNR) region of Ukraine
- Luhansk People’s Republic (LNR) region of Ukraine
- Myanmar
- South Sudan
- Sudan (North)
- Syria
- Russian Federation
- People’s Republic of China
- Ukraine
- United States of America (including its territories)
- The Crimea
- Any other jurisdiction where the investment, purchase, and/or use of the Tokens is unavailable or unlawful.

Restricted Jurisdictions: The following list of jurisdictions are “Restricted Jurisdictions.”

- Algeria
- Bangladesh
- Bolivia
- Cambodia
- Ecuador
- Egypt
- Indonesia
- Iraq
- Kyrgyzstan
- Macedonia
- Morocco
- Nepal
- Pakistan
- Palestinian Territory
- Turkey
- Vietnam