

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION. NEITHER THIS AGREEMENT NOR THE TOKENS ISSUABLE UNDER IT MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT (I) AS PERMITTED HEREUNDER, AND (II) UNDER APPLICABLE LAW PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. NEW OR CHANGING LAWS AND REGULATIONS OR INTERPRETATIONS OF EXISTING LAWS AND REGULATIONS, IN THE BRITISH VIRGIN ISLANDS AND IN OTHER JURISDICTIONS, MAY MATERIALLY AND ADVERSELY IMPACT THE VIABILITY OF THE ARCANA NETWORK, THE VALUE OF THE TOKENS, THE LIQUIDITY OF THE TOKENS AND THE STRUCTURE, RIGHTS AND TRANSFERABILITY OF THE TOKENS. PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE CONFIDENTIAL INFORMATION MATERIALS PROVIDED TO YOU IN CONNECTION HERewith, TOGETHER WITH ALL THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

ODB HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED, INCLUDING REPUBLIC CRYPTO LLC DBA REPUBLIC ADVISORY SERVICES (“REPUBLIC ADVISORY SERVICES”)) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT PARTICIPATING 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’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER AND REPUBLIC ADVISORY SERVICES PROVIDES ADVISORY SERVICES TO THE COMPANY, INCLUDING WITH RESPECT TO TOKEN DESIGN AND BUSINESS DEVELOPMENT. A PURCHASER SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “RISK FACTORS” IN THE INFORMATION MATERIALS. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

STRIPE, INC. (“STRIPE”), THE CREDIT CARD PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

BANKPROV (THE “*ESCROW AGENT*”), BITGO TRUST COMPANY, INC (“*BITGO*”), AND THE CREDIT CARD ISSUERS AND PROCESSORS, AND BANKS AFFILIATED WITH THE OFFERING HAVE NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF A CONTRIBUTION IN THIS OFFERING OR THE TOKENS OFFERED HEREIN. NONE OF THESE PARTIES NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE TOKENS OFFERED HEREIN. THESE PARTIES’ CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS SERVICE PROVIDERS.

ODB HAS ENGAGED BITGO AS A THIRD-PARTY CUSTODIAN TO HELP FACILITATE THIS OFFERING. BITGO, AS A THIRD-PARTY SERVICE PROVIDER, DOES NOT HOLD ANY INTEREST IN ANY TOKENS BEING OFFERED PURSUANT TO THIS OFFERING OR THE PROCEEDS RESULTING FROM THIS OFFERING EXCEPT ANY CONSIDERATION RECEIVED FOR SERVICES RENDERED AS RELATING TO THIS OFFERING.

SIMPLE AGREEMENT FOR FUTURE TOKENS

OF

ARCANA TECHNOLOGIES LTD.

a British Virgin Islands business company with limited liability

TERMS SCHEDULE

Name of Purchaser:	[INSERT NAME]
Email Address of Purchaser:	[INSERT EMAIL]
Date of this Agreement:	[INSERT DATE OF AGREEMENT]
Deadline Date:	March 31, 2024, provided that the Company, in its sole and absolute discretion, shall have the right to extend this date by a further ninety (90) calendar days.
Purchaser's Network Address for delivery of Tokens: (compatible address where Purchaser will receive their Purchased Tokens)	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
Purchase Amount:	[INSERT TOTAL PURCHASE PRICE (IN FIAT OR CRYPTO)]
Purchase Price Per Token:	Subject to clause 2(d), USD\$0.05 per Token, converted from the currency used to make the purchase (unless purchasing in USD) at the Applicable Exchange Rate.
Purchased Tokens: (Purchase Amount divided by the Purchase Price Per Token)	[INSERT TOTAL NUMBER OF TOKENS BEING PURCHASED]
Delivery Restrictions and Vesting:	<p>Prior to the expiration of the one-year period following Token delivery (the "Restricted Period"), the Purchaser will not offer, sell, pledge, or otherwise transfer the SAFT or Tokens, unless in compliance with securities laws, including, where applicable, Securities Act Rule 144.</p> <p>In addition to the Restricted Period, and subject to the occurrence of the Token Integration Event ("TIE"), 100% of the Purchased Tokens will be delivered to the Purchaser on the last day of the thirteenth (13) month from the TIE.</p>

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (the “**Agreement**”) is entered into as of the date hereof between:

- a. the undersigned purchaser (the “**Purchaser**”); and
- b. Arcana Technologies Ltd., a British Virgin Islands business company with limited liability (the “**Company**”).

WHEREAS:

- a. The Company proposes to create and make available the Tokens for purchase; and
- b. The Purchaser desires to purchase from the Company such number of Tokens as set out herein upon the provisions set out in this Agreement.

The Terms Schedule supplements, forms part of, and is subject to, the Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

Terms used in this Agreement and defined in the Terms Schedule or defined in this Clause 1 below shall have the meaning attributed to such terms as specified thereat for all purposes of this Agreement.

“**Accredited Investor**” means a Person who meets the definition of Accredited Investor set forth in Rule 501(a) of Regulation D under the U.S. Securities Act, and has to the Company’s satisfaction attested to facts supporting such qualification on Annexure 3 attached hereto.

“**Affiliates**” means, with respect to any specified Person, any director, officer, partner, member, authorised 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 volume-weighted average hourly price on <https://coinmarketcap.com/> or across such exchange or exchanges as the Company may determine in its sole and absolute discretion at the time of receipt from the Purchaser; provided, however, that in the event that such exchange or exchanges are replaced or cease to be available for whatever reason (including technical issues) at such time that affect the accuracy of the volume-weighted average price, the Company shall find a suitable alternative or use its reasonable best efforts to determine the volume-weighted average price at such time.

“**Assets**” means the assets of the Company that remain lawfully available for payment to the Purchaser after all other liabilities of the Company have been satisfied and discharged in full and all other creditors of the Company have been paid in full but prior to the payment of any amounts to any equity holders of the Company.

“**Arcana Network**” means the Company’s network as detailed further in the Information Materials, including the Company’s platform from which it offers its products, regardless of whether the platform operates on the Company’s appchain.

“**Company Entities**” means each of the separate undertakings and entities comprised within the Company Group and “**Company Entity**” means any of them.

“Company Group” means the Company and its Affiliates, if any.

“Delivery Date” means each date on which Purchased Tokens are to be delivered or transferred to the Purchaser by the Company for any reason (including, without limitation, because the Company is required to make such delivery or transfer hereunder or by any applicable Laws, or because the Company has agreed to make such delivery or transfer under any other agreements, or because the Company decides, in its sole discretion, to make such delivery or transfer).

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

“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 organisation.

“Information Materials” means the Company’s offering materials made available for the express purpose of contemplated purchases pursuant to this Agreement (as such materials may 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.

“Offering” means the Company’s offer and sale of SAFTs under this Agreement targeting up to US\$100,000 in gross proceeds.

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

“Proceedings” means any disputes, claims, suits, actions, causes of action, demands, procedures or proceedings.

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

- a. a Person unable to pass the Company’s know-your-client requirements as may be determined by the Company from time to time in its sole and absolute discretion;
- b. a U.S. Person, except an Accredited Investor purchasing a SAFT directly from the Company pursuant to this Agreement;
- c. a member of the public in the British Virgin Islands;
- d. 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 2 of this Agreement;
- e. 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 or any other sanctions list;
- f. a Person identified as a terrorist organisation on any other relevant lists maintained by any Governmental Authority;
- g. a Person acting, directly or indirectly, in contravention of any applicable Law;
- h. 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
- i. a Person that is, unless otherwise disclosed in writing to the Company 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.

“**SAFT**” means an agreement containing a future right to Tokens, similar in form and content to this Agreement.

“**Token Integration Event**” or “**TIE**” means, as determined by the Company in its sole and absolute discretion, the date upon which Tokens are integrated and made available for use on the Arcana Network.

“**Token**” means the Company’s cryptographic tokens known as XAR tokens, as described further in the Information Materials and which shall operate in connection with the Arcana Network. The Company shall mint no more than 1,324,606,384 Tokens.

“**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 organised 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 organised, incorporated or (if an individual) resident in the United States of America; and (ix) any partnership or corporation if (a) organised 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 U.S. Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the U.S. 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 organised, 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 of 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 organisations, their agencies, affiliates and pension plans.

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

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;
- c. the “Deadline Date” means the date specified in the Terms Schedule as adjusted, if applicable;
- d. a term includes any term, definition, provision or condition of this Agreement or such other agreement, document or instrument as the context requires; and
- e. 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 Terms Schedule and 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 Purchaser acknowledges and agrees that:

- (a) the Company is under no obligation to update and maintain the Information Materials;
- (b) the Company 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 Arcana Network’s design and functionality, (iii) the timing, manner and terms of allocation of the 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 Company from time to time without the consent of, or notice to, the Purchaser; and does not form any part of a contract, arrangement or understanding (or otherwise) between the parties;
- (d) the allocation of Tokens by the Company to the Purchaser:
 - i. may be subject to prior approval of one or more Governmental Authorities and the timing, outcome and manner of such approval (if any) may be beyond the control or influence of the Company.
- (e) EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE COMPANY 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 ARCANA NETWORK, THE COMPANY OR ANY AFFILIATE OF THE COMPANY. 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 ARCANA NETWORK, THIS AGREEMENT AND THE TOKENS, THE COMPANY 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.

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

3. Events

- (a) **Payment of Purchase Amount.** The Purchaser shall make full payment of the Purchase Amount to the Company's Nominated Wallet Address within seven (7) calendar days of the date hereof.
- (b) **Purchase and Sale.** Purchaser hereby agrees to purchase that number of Purchased Tokens (as defined in the "Summary of the Terms" contained herein) for an aggregate purchase price equal to the Purchase Amount, each as set forth above (subject to transaction fees and gas cost). The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser's purchase in whole or in part along with this Agreement for any reason and for no reason. For the avoidance of doubt, the Company may round the number of Purchased Tokens set forth above to the nearest eighteenth decimal place.
- (c) **Purchaser Qualification.** Purchaser acknowledges and agrees that it is required to meet certain requirements in order to participate in this offering, including the Purchaser's residency and citizenship requirements, as well as compliance with the Token Terms and Conditions. Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company's requirements for purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this Agreement and the Tokens, notwithstanding Purchaser's compliance with the Token Terms and Conditions, delivery of the Purchase Amount to the Company, or that the Company may have delivered a signature page to this Agreement.
- (d) **Token Integration Event.** If there is a TIE prior to the Deadline Date, the Company shall, subject to Company obtaining any relevant approvals from any relevant Governmental Authorities, deliver to Purchaser the Purchased Tokens as stated in the Delivery Restrictions and Vesting. In connection with, as a condition to, and prior to the issuance or transfer of any Purchased Tokens by the Company to the Purchaser pursuant to this Clause 3(d) the Purchaser shall:
- i. execute and deliver to the Company any and all other documents related to this Agreement as are requested by the Company, including, without limitation, verification of its identity, source of funds, and residency under all applicable Laws (including any applicable securities laws) and its tax reporting and beneficial ownership status; and
 - ii. if not already provided, provide to the Company a network address to which the Purchaser's Tokens shall be delivered following the TIE.

- (e) **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(d), the Company shall pay out of the Assets as soon as reasonably practicable an amount equal to the Purchase Amount (the “**Returned Purchase Amount**”) due and payable to the Purchaser immediately prior to the occurrence of the Dissolution Event save that if immediately prior to the occurrence of the Dissolution Event, the Assets are insufficient for the Company to make the payment to the SAFT Parties of their respective Returned Purchase Amounts in full, as determined in good faith by the Company’s board of directors, then the Company’s obligation to pay each Returned Purchased Amount shall be replaced with the obligation to pay, with equal priority and pro rata among the SAFT Parties, an amount based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each SAFT Party’s respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the Applicable Exchange Rate as at such date. The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.
- (f) **Deadline Date.** If the TIE has not occurred on or before the Deadline Date the Company shall make payment to the Purchaser as soon as reasonably practicable after the Deadline Date from Assets that remain lawfully available applying Clause 3(e) *mutatis mutandis* but with references to Dissolution Event being replaced with references to Deadline Date.
- (g) **Subsequent SAFTs and Further Token Sales.** The Company may offer and sell SAFTs and/or Tokens in multiple rounds at different times and on different terms and conditions. If the Company issues a subsequent SAFT prior to the expiration or termination of this Agreement, the Company is under no obligation to provide the Purchaser with any prior or other notice thereof, copies of any documentation relating to such subsequent SAFT, or any additional information related to such subsequent SAFT, whether or not reasonably requested by the Purchaser. For the avoidance of doubt, in the event the Purchaser determines that the terms and conditions of the subsequent SAFT are preferable to the terms and conditions of this Agreement, the Company is under no obligation to amend, amend and restate or otherwise modify the terms of this Agreement to be similar or identical to the subsequent SAFT. Any unsold Tokens at the time of the TIE shall initially be retained by the Company and can thereafter be dealt with by the Company in its sole and absolute discretion.
- (h) **Adjustment by the Company.** Notwithstanding anything to the contrary contained herein, the Company may determine in its sole and absolute discretion at any time prior to the TIE to not transfer all or any portion of the Purchased Tokens to the Purchaser and shall, subject to the requirements of applicable Law, in such event repay to the Purchaser the relevant portion of the Purchase Amount in the currency in which it was received by the Company from the Purchaser.
- (i) **Contingency Offering.** This is a contingency offering. The success and completion of this Offering is contingent upon the Company having raised a minimum of \$350,000 by the end of the Offering or other related offerings for XAR Tokens from the Company’s Initial DEX Offering/Public Sale allocation as set forth in the Information Materials, and the funds will be returned to Purchasers, minus any applicable fees as described in the Information Materials, as soon as reasonably practical in the event that the Company does not meet this contingency.
- (j) **Escrow and Custodying of Funds.** Purchases made via wire transfer or ACH will be sent to escrow and held by the Escrow Agent. Purchases made by credit card will be held by Stripe. Purchases made in the cryptocurrencies will be custodied through BitGo. All funds related to the Offering from (i) wire transfer, ACH, or cryptocurrency Purchases will be released to Company, and (ii) credit card Purchases will be released to Newfang Network Holdings PTE

LTD ("**Newfang**") on behalf of the Company upon Company's request on the condition that the Company has raised a minimum of \$350,000 by the end of the Offering or other related offerings for XAR Tokens as described in the Information Materials.

- (k) **Return of Funds; Rejected Transactions.** If the Offering does not close for any reason or a subscription or purchase is rejected by the Company, including because ODB was unable to verify the purchase and KYC of the Purchaser, the Purchase Amount less any applicable transactions fees and gas cost will be returned to the Purchaser. Separately, the Company 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 Company, 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 Purchase Amount will be made in the cryptocurrency used for the original purchase using the applicable USD to cryptocurrency exchange rate in effect at the time the refund is sent, 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). If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital assets, a refund of the Purchase Amount will be made in the cryptocurrency used for the original purchase using the applicable USD to cryptocurrency exchange rate in effect at the time the refund is sent, 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). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. For the avoidance of doubt, Purchasers 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. Company Representations and Warranties

The Company hereby represents and warrants to the Purchaser that:

- (a) the Company is a business company with limited liability duly organised with limited liability, validly existing and in good standing under the Laws of the British Virgin Islands;
- (b) the execution, delivery and performance by the Company of this Agreement is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be transferred to the Purchaser, has been duly authorised by all necessary actions on the part of the Company;
- (c) 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; and
- (d) it is not acting directly or indirectly on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control ("**OFAC**"); and
- (e) it is not insolvent and is able to pay its debts as and when they fall due.

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

On the date hereof and on each Delivery Date, the Purchaser makes the representations, warranties and covenants set out in Schedule 5 to this Agreement for the benefit of each of the Company Entities. The Purchaser acknowledges to each of the Company Entities that it has read and fully understood the “Risk Factors” in the Information Materials. For so long as obligations remain outstanding hereunder, the Purchaser shall be deemed to make the representations on each day and at all times for the benefit of each of the Company Entities.

6. Procedures for Purchase

The Purchaser shall comply with the procedures set forth in Schedule 1 hereof.

7. Indemnification

The Purchaser does hereby to the fullest extent permitted by applicable Law indemnify, defend and hold each of the Company Entities 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 Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Agreement or in any other document furnished by the Purchaser to any of the foregoing in connection with this transaction, or (ii) any action instituted by or on behalf of the Purchaser against any Company Entity that is finally resolved by judgment against the Purchaser or in favour of an Company Entity. The remedies provided in this Clause 7 shall be cumulative and shall not preclude the assertion by any Company Entity 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 and any termination of this Agreement.

8. Limitation of Liability

To the fullest extent permitted by applicable Law (i) in no event will any Company Entity 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 Arcana Network, 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 Entities, 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 Arcana Network exceed the amount the Purchaser pays to the Company 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 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 Purchaser.
- (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 Purchaser 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 Company for any purpose, nor shall anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a member of the

Company. However, without limitation to the above, the Company reserves all rights with respect to pursuing any form of decentralised 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 Purchaser must at all times remain the only Person who has control over the Purchaser's private key, digital wallet and any other device associated with the purchase of Tokens and any username, passwords or other login or identifying credentials used by the Purchaser with respect to the Arcana Network and the Tokens. The Purchaser must implement reasonable and appropriate measures designed to secure access to any private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Arcana Network . If the Purchaser transfers any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Arcana Network to any third party, the Purchaser does so at its own risk and the Company shall not be held responsible for any loss the Purchaser may suffer as a result of third parties accessing the Purchaser's private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Arcana Network . In the event that the Purchaser is no longer in possession and control of any private key, digital wallet or any other device associated with the purchase of Tokens, the use of the Arcana Network and/or if the Purchaser is unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, the Purchaser may lose all of the Tokens, access to the use of the Arcana Network and/or the access to the Purchaser's digital wallet. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the Arcana Network and the Purchaser understands and agrees that all Token purchases are non-refundable and therefore the Purchaser shall not receive any amount of currency or other compensation for any Tokens purchased and/or lost for whatever reason. Failure to use the Arcana Network correctly and/or to follow the Company's procedures as may be made available from time to time may result in the Purchaser not receiving any Tokens, losing access to the use of the Arcana Network or losing some or all of the amounts paid in exchange for Tokens, regardless of the purchase 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 Company may assign or transfer this Agreement in whole, without the consent of the Purchaser, to any Company Entity or otherwise in connection with a reorganisation to change the Company's (or such Company Entity'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 the British Virgin Islands, without regard to the conflicts of law provisions of such jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts of the British Virgin Islands 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 Purchaser 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 Purchaser 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 Company 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.
- (i) The Company may determine, from time to time and in its sole and absolute discretion, that it is necessary to obtain certain information about the Purchaser and its Affiliates in order to comply with applicable Laws in connection with the Purchaser's entry into this Agreement and its subsequent holding of Tokens. The Purchaser agrees to provide the Company with such information promptly upon request, and the Purchaser acknowledges and accepts that the Company may refuse to accept the Purchaser's application until the Purchaser provides such requested information and the Company has determined that it is permissible for the Company to accept the Purchaser's application and receive the Purchase Amount from the Purchaser under applicable Law. The Company further reserves the right to request identification documentation from the Purchaser and its Affiliates at any time. In the event that the Purchaser or any such Affiliate does not provide such requested information to the satisfaction of the Company (in its sole and absolute discretion) the Company shall not be bound by the provisions of this Agreement and shall be entitled to specifically refuse any presentation of Tokens by the Purchaser to the Company or any other Company Entity. In the event that the Purchaser, directly or indirectly, sells, assigns, transfers, conveys or otherwise disposes of any Tokens it does hereby covenant with the Company to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Company at the request of the Company from time to time.
- (j) The Purchaser hereby consents to the Company transferring the Purchaser's personal data to any Company Entity 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 other Company Entity 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 other Company Entity 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 other Company Entity 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 other Company Entity 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 other Company Entity 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.
- (k) The Company Entities shall not be liable or responsible to the Purchaser, 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 consummating the TIE.

- (l) The Purchaser hereby acknowledges and agrees that for the purposes of applicable Law each Company Entity not a party to this Agreement is an intended third-party beneficiary under this Agreement (and the Company shall hold the benefit of such provisions on trust for each such Company Entity). 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) All communications from the Company to the Purchaser and all information and other material supplied by the Company to the Purchaser 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 Purchaser unless the Purchaser is compelled to disclose such information pursuant to applicable Law.
- (n) This Agreement may be terminated:
- i. with the written consent of the parties;
 - ii. by the Company upon notice in writing to the Purchaser in the event the Company 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 Company upon notice in writing to the Purchaser if at any time (a) the Purchaser 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 Purchaser; or
 - iv. by the Company upon notice in writing to the Purchaser in the event that the Purchaser fails to make full payment of the Purchase Amount to the Company within seven (7) calendar days of the date hereof.
- (o) Upon termination of this Agreement by the Company for any reason, and without prejudice to any other rights or remedies the Company may have against the Purchaser, all of the Purchaser's rights under this Agreement shall immediately terminate and the Purchaser shall not be entitled to (i) a refund of any Purchase Amount paid, or (ii) the transfer, or further transfer, of any Tokens.
- (p) Without limitation of anything else in this Agreement, the Company shall not be liable or responsible to the Purchaser, 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 Company'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.
- (q) Clauses 1, 2, 3(e), 3(f), 3(g), 5, 7, 8 and 9 shall survive the termination or completion of this Agreement.
- (r) Notwithstanding any other provision of this Agreement, the obligations of the Company are limited recourse obligations of the Company payable solely from the Assets (and in relation to the realisation of any Assets, the application of the proceeds thereof). All obligations of and any claims against the Company hereunder or in connection herewith after such realisation shall be extinguished and shall not thereafter revive. No recourse shall be had against any

officer, director, partner, employee, shareholder or incorporator of the Company or its respective successors or assigns for any amounts payable in respect of the Tokens (except as otherwise provided herein).

- (s) Notwithstanding any other provision of this Agreement, the Purchaser may not institute against, or join any other Person in instituting against, the Company or any of its Affiliates any bankruptcy, reorganisation, arrangement, insolvency, winding up, moratorium or liquidation Proceedings, or other Proceedings under the laws of the British Virgin Islands, the Cayman Islands, U.S. federal or State bankruptcy or similar laws. Nothing in this Clause 9 shall preclude, or be deemed to stop, the Purchaser (i) from taking any action prior to the expiration of the aforementioned period in (A) any case or Proceeding voluntarily filed or commenced by the Company or (B) any involuntary insolvency Proceeding filed or commenced by a Person other than the Purchaser, or (ii) from commencing against the Company any legal action which is not a bankruptcy, reorganisation, arrangement, insolvency, moratorium or liquidation Proceeding.

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 set forth above.

ACCEPTED AND AGREED TO:

ARCANA TECHNOLOGIES LIMITED.

By: _____
An Authorised Representative

Name: Mayur Anandkumar Relekar
Email: token@arcana.network

PURCHASER:

Name of Purchaser: _____

By: _____

Name: _____

Email: _____

SCHEDULE 1

PROCEDURE FOR ENTRY INTO THIS AGREEMENT

- (1) Review this Agreement and the Information Materials in detail and seek your own legal, tax and financial advice.
- (2) By making an investment commitment to purchase Tokens in this Offering, you are agreeing to the terms of the SAFT. We may also request certain information from you to confirm your (i) personal or corporate identity; (ii) source of funds; and (iii) your eligibility to enter into a SAFT with the Company and to acquire Tokens.
- (3) Prior to the Company's acceptance of the agreement, you must complete the 'know your client' (KYC) and 'anti-money laundering' (AML) processes on the online platform maintained by ODB.
- (4) U.S. Persons will, in addition, be required to submit the Investor Eligibility Questionnaire as provided on Annexure 3 prior to the Company's acceptance of the Agreement.
- (5) Pay the Purchase Amount to the Company within seven (7) calendar days of confirming your investment commitment.
- (6) The Company shall countersign the Agreement and deliver a copy to you through the online platform maintained by ODB upon your completion of the purchase commitment process on the online platform maintained by ODB ("ODB"), and any other verification procedures requested by ODB.
- (7) Tokens shall be delivered as specified in the Agreement to your nominated network address.

SCHEDULE 2

LIST OF RESTRICTED JURISDICTIONS

- Afghanistan
- Belarus
- Canada (Ontario and British Columbia)
- Congo
- Democratic Republic of Congo (D.R.C.)
- Cuba
- Democratic People's Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Dubai
- Islamic Republic of Iran
- Libya
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- 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 or the use of the Arcana Network is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations or other applicable sanctions or embargoes

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

SCHEDULE 3

FURTHER PARTICULARS

THE SAFTS AND THE TOKENS BEING SOLD HEREUNDER INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE PURCHASERS WHO CAN BEAR THE LOSS OF THEIR ENTIRE PURCHASE SHOULD ENTER INTO A SAFT AND ACQUIRE THE TOKENS. FURTHERMORE, PURCHASERS MUST UNDERSTAND THAT SUCH PURCHASE IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

Neither the SAFTs nor the Tokens being sold hereunder have been registered or qualified under the securities Laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including, without limitation, pursuant to applicable exemptions that generally limit the purchasers who are eligible to (i) enter into a SAFT and that restrict its transfer, assignment or resale; and/or (ii) acquire Tokens and that restrict their transfer, assignment or resale. The SAFTs and the Tokens may not be offered, sold, assigned or otherwise transferred, pledged or hypothecated except as permitted pursuant to the provisions of (i) the SAFT; and (ii) applicable Law.

The SAFTs and the Tokens are not regulated by any central bank, or other Governmental Authority. The Company provides no representation as to the legal status of the SAFTs or the Tokens in any jurisdiction. The Company does not provide investment advice with regard to the entry into a SAFT or the purchase of the Tokens. The entry into a SAFT and the issuance or transfer of the Tokens shall be subject to the Purchaser's acceptance and execution of the relevant legal disclosures and agreements in connection therewith. It is the Purchaser's sole responsibility to seek professional advice prior to entering into a SAFT with the Company or acquiring Tokens from the Company.

NOTICE TO RESIDENTS OF THE BRITISH VIRGIN ISLANDS

NO INVITATION IS MADE HEREUNDER TO THE PUBLIC IN THE BRITISH VIRGIN ISLANDS TO (I) ENTER INTO ANY SAFT WITH THE COMPANY; OR (II) ACQUIRE ANY TOKENS FROM THE COMPANY. NO SALE OF TOKENS SHALL BE MADE TO THE PUBLIC IN THE BRITISH VIRGIN ISLANDS.

NOTICE TO U.S. PERSONS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ACCORDINGLY, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE U.S. SECURITIES ACT. IN ADDITION, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE STATE SECURITIES OR BLUE SKY LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO PURCHASER IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES MAY ONLY BE PURCHASED BY PERSONS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH PURCHASER IN THIS AGREEMENT AND THE OTHER INFORMATION

PROVIDED BY PURCHASER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT.

PROSPECTIVE PURCHASERS MAY NOT TREAT THE CONTENTS OF THE AGREEMENT, ANY PRIVATE PLACEMENT MEMORANDUM OR ANY OF THE OTHER MATERIALS PROVIDED BY THE COMPANY (COLLECTIVELY, THE "OFFERING MATERIALS") OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION TO PARTICIPATE, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE PURCHASER SHOULD CONSULT THE PURCHASER'S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE PURCHASER'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE INFORMATION CONTAINED IN THE OFFERING MATERIALS MAY CHANGE OR VARY OVER TIME. THE COMPANY UNDERTAKES TO MAKE AVAILABLE TO EVERY PURCHASER DURING THE COURSE OF THIS TRANSACTION AND PRIOR TO SALE OF SECURITIES THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY APPROPRIATE ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THE OFFERING MATERIALS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE PURCHASERS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE PARTICIPATION IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE PURCHASER LESS THAN THE AMOUNT OF SECURITIES SUCH PURCHASER DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED,

THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

ANY INTERESTS PURCHASED HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AND HAVE BEEN ACQUIRED TO HOLD FOR THE LONG TERM AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO UNLESS SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

NOTICE TO RESIDENTS OF ALL OTHER JURISDICTIONS

NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE SAFT, THE TOKENS OR ANY RELATED DOCUMENTS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. YOU ARE REQUIRED TO INFORM YOURSELF ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO, THE SAFT, THE TOKENS AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.

GENERAL NOTICE

THE SALE OF THE TOKENS IS NOT UNDERWRITTEN. THE SALE PRICE OF THE TOKENS IS SUBJECT TO CHANGE AND HAS BEEN ARBITRARILY SET BY THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE TOKENS SHALL BE SOLD.

NEITHER THE SAFT NOR THE TOKENS HAVE BEEN APPROVED OR DISAPPROVED BY ANY GOVERNMENTAL AUTHORITY, NOR HAS ANY SUCH GOVERNMENTAL AUTHORITY REVIEWED THIS DOCUMENT FOR ACCURACY OR COMPLETENESS. BECAUSE THE SAFTS AND THE TOKENS HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR ASSIGNABILITY, TRANSFERABILITY OR RESALE. EACH PROSPECTIVE PURCHASER SHOULD PROCEED ON THE ASSUMPTION THAT THEY MUST BEAR THE ECONOMIC RISKS OF THE ENTRY INTO THE SAFT AND THE ACQUISITION OF THE TOKENS FOR AN INDEFINITE PERIOD, SINCE THE SAFT AND THE TOKENS MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER APPLICABLE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE TOKENS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET SHALL DEVELOP IN THE FUTURE OR THAT THE TOKENS SHALL BE ACCEPTED FOR INCLUSION ON ANY TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE, UNDER ANY SECURITIES LAWS, THE TOKENS PURCHASED PURSUANT HERETO. ACCORDINGLY, THE SALE, ASSIGNMENT, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE TOKENS WHICH ARE PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY (I) THIS AGREEMENT, AND/OR (II) APPLICABLE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OR CITIZENSHIP OF THE PURCHASER OR ITS JURISDICTION OF INCORPORATION OR OPERATION). THE SALE PRICE OF THE TOKENS IS SUBJECT TO CHANGE AND HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

CERTAIN INCOME TAX CONSIDERATIONS

THE PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR PURCHASE, AND THE PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS AGREEMENT IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO THE PURCHASER. THE PURCHASER SHOULD BE AWARE THAT THEIR LOCAL TAX AUTHORITIES MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE COMPANY AND THAT CHANGES TO THE APPLICABLE LAWS, REGULATIONS OR RULINGS OR

COURT DECISIONS AFTER THE DATE OF THIS AGREEMENT MAY CHANGE THE ANTICIPATED TAX TREATMENT TO THE PURCHASER. THE COMPANY WILL NOT OBTAIN ANY RULING WITH REGARD TO THE TAX CONSEQUENCES OF THE ENTRY INTO THIS AGREEMENT OR THE PURCHASE OF TOKENS.

THE TAX TREATMENT OF THIS AGREEMENT AND THE DISTRIBUTION OF TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR THE PURCHASER. THE ENTRY INTO OF THIS AGREEMENT AND THE PURCHASE OF TOKENS PURSUANT HERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO THE PURCHASER, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. THE PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE TAX TREATMENT OF THE ENTRY INTO OF THIS AGREEMENT AND THE PURCHASE OF TOKENS PURSUANT HERETO.

SCHEDULE 4

BRITISH VIRGIN ISLANDS PRIVACY NOTICE

This privacy notice (the “**Privacy Notice**”) explains the manner in which Arcana Technologies Ltd., and its Affiliates (the “**Company Group**”) collects, processes and maintains personal data about You.

The Company Group is committed to processing personal data in accordance with Applicable Law. In its use of personal data, certain members of the Company Group will be characterised under Applicable Law as a data controller, whilst certain of the Company Group’s service providers, Affiliates and delegates may act as data processors under Applicable Law. For the purposes of this Privacy Notice, **we, us or our** means each member of the Company Group in its capacity (as relevant) as data controller of the personal data and **You or Your** means the Tokenholder or relevant individual affiliated or connected with the Tokenholder receiving this Privacy Notice.

If You are a nominee Tokenholder or a corporate entity, this Privacy Notice will be relevant for those individuals connected to You and You should transmit this document to such individuals for their awareness and consideration.

Personal data: By virtue of acquiring Tokens, the Company Group and certain other service providers and their respective Affiliates and delegates (the “**Authorised Entities**”) may collect, record, store, transfer and otherwise process personal data by which individuals may be directly or indirectly identified. We may combine personal data that You provide to us with personal data that we collect from or about You. This may include personal data collected in an online or offline context including from credit reference agencies and other available public databases or data sources, such as news outlets, websites and other media sources and international sanctions lists. It may also include data which, when aggregated with other data, enables an individual to be identified, such as an IP address and geolocation data.¹

Why is Your personal data processed: The storage, processing and use of personal data by the Company Group will take place for lawful purposes, including:

- (a) to comply with any applicable legal, tax or regulatory obligations on the Company Group or another Authorised Entity under any Applicable Laws;
- (b) to perform a contract to which You are a party or for taking pre-contractual steps at Your request;
- (c) to operate the Company Group, including managing and administering the Tokens and the business of the Company Group on an on-going basis which enables the Company Group and its Tokenholders to satisfy their contractual duties and obligations to each other;
- (d) to verify the identity of the Company Group to third parties for any purpose which the Company Group considers necessary or desirable;

¹ Examples of personal data include: name, title, date of birth, age, gender, nationality, picture, national identification number, usernames, email address, residential address, postal address, telephone / mobile / fax number, family structure, siblings, offspring, source of wealth, personal assets, bank account numbers and income details, tax identification number, financial and investment qualification, shareholder reference number, payment details and other details of products and services purchased, power of attorney information, job titles, employment history, employer details, personal data contained in emails, data regarding preferences in connection with marketing communications, personal data obtained pursuant to standard criminal record checks, and data obtained further to the Company's standard anti-money laundering and client due diligence checks.

- (e) to assist the Company Group in the improvement and optimisation of advertising (including through marketing material and content) its services;
- (f) for risk management and risk control purposes relating to the Company Group;
- (g) to pursue the Company Group's or a third party's legitimate interests: (i) for direct marketing purposes; or (ii) to help detect, prevent, investigate, and prosecute fraud and/or other criminal activity, and share this data with legal, compliance, risk and managerial staff to assess suspicious activities; and/or
- (h) where You otherwise consent to the processing of personal data for any other specific purpose.

As a data controller, we will only use Your personal data for the purposes for which we collected it as set out in this Privacy Notice. If we need to use Your personal data for an unrelated purpose, we will contact You. In certain circumstances, we may share (or be required to share) Your personal data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened), in any country or territory in accordance with Applicable Law.

We may transfer Your personal data outside of the British Virgin Islands, as permitted under Applicable Law. We will not sell Your personal data.

Your rights: You may have certain rights under Applicable Law, including:

- (a) the right to be informed as to how we collect and use Your personal data;
- (b) the right to access Your personal data;
- (c) the right to require us to stop direct marketing;
- (d) the right to have inaccurate or incomplete personal data corrected;
- (e) the right to withdraw Your consent and require us to stop processing or restrict the processing, or not begin the processing, of Your personal data;
- (f) the right to be notified of a data breach (unless the breach is unlikely to be prejudicial); and
- (g) the right to require us to delete Your personal data in some limited circumstances.

Please note that if You do not wish to provide us with requested personal data or subsequently withdraw Your consent, You may not be able to hold or otherwise deal with the Tokens or remain as a holder of the Tokens as it will affect our ability to provide our services to You as a Tokenholder.

Retention of Personal Data: The personal data shall not be held by the Company Group for longer than necessary with regard to the purposes of the data processing.

Changes to Privacy Notice: We encourage You to regularly review this and any updated Privacy Notice to ensure that You are always aware of how personal data is collected, used, stored and disclosed.

Contact Us: Please contact the Company Group if You have any questions about this Privacy Notice, the personal data we hold about You or to discuss Your rights under Applicable Law.

In this Schedule 4:

“Affiliates” means, with respect to any specified Person, any director, officer, partner, member, authorised 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. Where “Person” means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

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

SCHEDULE 5

Purchaser Representations, Warranties and Covenants

The Purchaser makes (and is deemed to make) the representations, warranties and covenants below in accordance with the Agreement:

- (a) the Purchaser is not a Prohibited Person.
- (b) except in the case where the Purchaser is a natural Person, that it is duly organised, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation.
- (c) neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities of the Purchaser (in accordance with Rule 262 of the U.S. Securities Act) is subject to of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the U.S. Securities Act (a "**Purchaser Event**"), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.
- (d) neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a Person identified as a terrorist organisation on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all of its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds and any due diligence.
- (e) the Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder and has read and fully understood the Company's Privacy Notice annexed at Schedule 4 of this Agreement.
- (f) this Agreement constitutes a 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.
- (g) the execution, delivery and performance of this Agreement shall not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice of (i) any provision of the Purchaser's organisational documents, if applicable; (ii) any provision of any judgment or order to which the Purchaser is a party, by which the Purchaser is bound, or to which any of the Purchaser's material assets are subject; (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound; or (iv) any Laws applicable to the Purchaser.
- (h) the Purchaser hereby represents that (i) it has satisfied itself as to the full observance of applicable Law in connection with its entry into this Agreement, including (x) the legal requirements within its jurisdiction for the entry into this Agreement and the acquisition of the Tokens, (y) any foreign exchange restrictions applicable to such purchase or exchange, and (z)

any Governmental Authority or other consents that may need to be obtained; (ii) the Purchaser has consulted with, and is relying solely upon the advice of, its own advisors relating to the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, exchange, sale or transfer of, as relevant, this Agreement and the Tokens; and (iii) the Purchaser's subscription and payment for this Agreement, continued beneficial ownership of this Agreement, exchange for Tokens or continued beneficial ownership of the Tokens will not violate any applicable securities or other Laws of the Purchaser's jurisdiction.

- (i) the Purchaser hereby represents that (i) it has satisfied itself as to the full observance of applicable Law in connection with its entry into this Agreement, including (x) the legal requirements within its jurisdiction for the entry into this Agreement and the acquisition of the Tokens, (y) any foreign exchange restrictions applicable to such purchase or exchange, and (z) any Governmental Authority or other consents that may need to be obtained; (ii) the offer and sale of the SAFT is being made in compliance with Rule 506 of Regulation D to only "accredited investors" as that term is defined in Rule 501 of Regulation D; (iii) the Purchaser has consulted with, and is relying solely upon the advice of, its own advisors relating to the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, exchange, sale or transfer of, as relevant, this Agreement and the Tokens; (iv) the Purchaser's subscription and payment for this Agreement, continued beneficial ownership of this Agreement, exchange for Tokens or continued beneficial ownership of the Tokens will not violate any applicable securities or other Laws of the Purchaser's jurisdiction; (v) the Tokens to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same; (vi) the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, Transfer or grant participations to such Person or to any third Person, with respect to this SAFT or any of the Tokens; and (vii) the Purchaser has not been formed for the specific purpose of acquiring the Tokens. The Purchaser agrees to resell any Tokens that it receives only in accordance with this Agreement, U.S. Securities Act Rule 144, the provisions of Regulation S under the U.S. Securities Act, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption therefrom, and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the U.S. Securities Act.
- (j) the Purchaser hereby represents that:
- a. the Purchaser has been advised that this SAFT is a security in the United States, and that the offers and sales of this instrument have not been registered under the U.S. Securities Act and, therefore, cannot be resold except in compliance with the U.S. Securities Act. The Purchaser is purchasing pursuant to this SAFT for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such purchase, is able to incur a complete loss of such purchase without impairing the Purchaser's financial condition and is able to bear the economic risk of such purchase for an indefinite period of time;
 - b. Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act (i.e., (i) a natural Person whose individual net worth, or joint net worth with that Person's spouse, at the time of his or her purchase exceeds US\$1,000,000, (ii) a natural Person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that Person's spouse in excess of US\$300,000 in each of those two years and has a reasonable expectation of reaching the same income level in the current year, (iii) a corporation, limited liability company or partnership having total assets in excess of US\$5,000,000

that was not formed for the purpose of purchasing the Interests pursuant to this SAFT, or (iv) otherwise meets the requirements for an “accredited investor” under Regulation D promulgated by the Securities and Exchange Commission under the U.S. Securities Act). The Purchaser has accurately and completely completed the accredited investor verification process required by the Company; and

- c. the Purchaser has been advised that, to the extent applicable, Rule 144 promulgated under the U.S. Securities Act, which permits certain limited sales of unregistered securities, is not presently available with respect to this SAFT and any Tokens Receivable issued pursuant thereto and in any event requires that this SAFT and any Tokens Receivable issued pursuant thereto generally be held for a minimum of one (1) year after any SAFT purchase or any Tokens have been purchased and paid for (within the meaning of Rule 144), before it may be resold under Rule 144 (the “**Restricted Period**”).
- (k) the Purchaser will not acquire and will not transfer any Tokens within or engage (except as specifically authorised by the Company) in any activity relating to the sale, distribution or any other use of Tokens in any jurisdiction identified in Schedule 2 of this Agreement.
 - (l) the Purchaser will not transfer, directly or indirectly, any Tokens acquired hereunder to any Prohibited Person or any Person or entity controlling, controlled by or under common control with such a Person.
 - (m) the Purchaser will not transfer directly or indirectly any of its Tokens to any Person unless the proposed transferee has made the same representations and warranties as set out herein.
 - (n) the Purchaser agrees and accepts that the Company may enforce any transfer restrictions under the Agreement with stop orders, restrictive legends, KYC procedures and similar means. The Purchaser acknowledges and agrees that the Company may file voluntarily or as required by applicable Law, a suspicious activity report (“**SAR**”) or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including the Purchaser, any SAR filing itself or the fact that a SAR has been filed. The Purchaser understands and agrees that, even if the Company is not obligated to comply with any specific anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.
 - (o) the Purchaser understands that the Tokens may be deemed to bear any one or more of the following legends: (i) any legend required by the securities laws of any state to the extent such laws are applicable to the Tokens represented by the certificate so legended, and (ii): the following legend (and even without such legend the following restrictions apply):
 - 1) THE TOKENS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT COVERING THE TOKENS, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IN ACCORDANCE WITH REGULATION S OF THE U.S. SECURITIES ACT, OR IF THE COMPANY RECEIVES AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE U.S. SECURITIES ACT.

- 2) THE TOKENS MAY NOT BE USED IN HEDGING TRANSACTIONS UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT AND ALL SUCH APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE OR IN ACCORDANCE WITH REGULATIONS OF THE U.S. SECURITIES ACT.
- 3) Any legend required by the applicable jurisdiction in which the Tokens are sold, including Canadian securities laws and applicable foreign or state “blue sky” securities laws, rules and regulations.
- (p) the Purchaser understands that, in connection with any proposed transfer, the Company may require an opinion of counsel in form and substance satisfactory to the Company to the effect that any such proposed transfer or resale of the Tokens is in compliance with the U.S. Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this SAFT, the Company may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.
- (q) the Purchaser has been advised that this Agreement may constitute a security within its jurisdiction of residence and that the offers and sales of this Agreement and the Tokens to be transferred hereunder have not been registered under any country’s securities Laws and, therefore, cannot be resold except in compliance with (i) this Agreement, and (ii) applicable Laws.
- (r) the Purchaser is entering into this Agreement for its own account, not as a trustee, nominee, representative or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.
- (s) the Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such purchase, is able to incur a complete loss of such purchase without impairing the Purchaser’s financial condition and is able to bear the economic risk of such purchase for an indefinite period of time.
- (t) the Purchaser has read and fully considered and understands the Information Materials and this Agreement and that the Purchaser has evaluated the Purchaser’s participation in the light of the Purchaser’s financial condition and resources.
- (u) THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS AND RIGHTS THEREIN, INCLUDING THE TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE OFFERING. PURCHASER SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCY IS SUITABLE FOR THE PURCHASER IN LIGHT OF ITS FINANCIAL CONDITION. THE PURCHASER ACKNOWLEDGES, AGREES AND ASSUMES ALL RISKS ASSOCIATED WITH THIS AGREEMENT AND THE TOKENS INCLUDING, WITHOUT LIMITATION, THOSE RISKS DISCLOSED IN THE “RISK FACTORS” OF THE INFORMATION MATERIALS.
- (v) the Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to enter into this Agreement.
- (w) the Purchaser hereby acknowledges and agrees that the entry into this Agreement and the potential transfer of Tokens hereunder involve risks, all of which the Purchaser fully and completely assumes, including, without limitation, the risk that (i) the technology associated with the Arcana Network shall not function as intended; (ii) the Arcana Network and TIE shall not be completed; (iii) the Arcana Network shall fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Arcana Network may be subject to investigation and punitive actions from Governmental Authorities.

- (x) the Purchaser has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based software systems and the storage and transmission mechanisms associated with cryptographic tokens.
- (y) the Purchaser understands that no public market now exists for the SAFT or the Tokens, and that the Company has made no assurances that a public market will ever exist for the SAFT or the Tokens and the Company is under no obligation to register or qualify the SAFT or the Tokens under the laws of any Governmental Authority.
- (z) the Purchaser accepts that (i) the Tokens shall be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis; and (ii) the use of the Arcana Network by the Purchaser is also on an "AS IS" and "UNDER DEVELOPMENT" basis and there is no obligation of any kind on the Company or any Company Entity to further support and/or develop the Tokens and/or the Arcana Network following the TIE. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS OR ARCANA NETWORK, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- (aa) the Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, without limitation, conversations of any kind, whether through oral or electronic communication, or the Information Materials.
- (bb) THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY OR ANY OTHER PERSON, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.
- (cc) the Purchaser has no right or claim pursuant to this Agreement against any Company Entity other than in the event of the Company's breach of this Agreement.
- (dd) the Purchaser waives any right it has now or may obtain in the future to participate in a class action lawsuit or a class wide arbitration against any Company Entity.
- (ee) the Purchaser will comply with all applicable tax and tax reporting obligations in the Purchaser's jurisdiction arising from this Agreement and the holding of Tokens.
- (ff) the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser.
- (gg) to the fullest extent permitted by applicable Law, the Purchaser does hereby indemnify, defend and hold the Company Entities harmless from and against any and all loss, penalty, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) with respect to any taxes (other than any net income taxes of the Company that result from the issuance or transfer of Tokens to the Purchaser pursuant to Clause 3(d) of this Agreement) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.
- (hh) the Company Entities retain all right, title and interest in all of their intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulas, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based

thereon.

- (ii) The Purchaser has no right to claim as a holder of Tokens any intellectual property rights, functionality or equivalent rights or any other form of participation in, or relating to, the Arcana Network and/or anything in relation to the Company Entities.
- (jj) the Purchase Amount is not derived from or related to any unlawful activities, including, without limitation, money laundering or terrorist financing, and that the Purchaser shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities, and all payments shall be made only in the Purchaser's name from a digital wallet or bank account not located in a restricted territory identified in Schedule 2 of this Agreement, as may be amended by the Company from time to time. Any breach of this Item (ii) of this Schedule 5 or failure to comply with this Item (ii) of this Schedule 5 (determined at the sole and absolute discretion of the Company) shall give the Company the right to refuse (i) any application made by the Purchaser for Tokens, and (ii) the transfer, or further transfer, of any Tokens to the Purchaser.
- (kk) no payment or other transfer of value, to the Company from or on behalf of the Company, and no payment or other transfer of value to the Company from or on behalf of the Company, shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("**OFAC Regulations**").
- (ll) no payment or other transfer of value to the Company from or on behalf of the Purchaser, is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) Persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that Money Laundering Laws may require the Company to collect documentation verifying the identity and the source of funds used to acquire the Tokens before, and from time to time after, the date of this Agreement.
- (mm) all payments or other transfer of value to the Company from the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "**Non-U.S. Bank**") in connection with the acquisition of the Tokens, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities, (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.
- (nn) the Company may run any check or inquiry with any third party providers and the Purchaser waives any privacy or other rights in connection therewith and acknowledge that any breach of this representation by the Purchaser shall entitle the Company to terminate this Agreement with immediate effect, including, without limitation, and in addition to any other action the Company may take, the restriction of access to the Tokens and/or the Arcana Network.

- (oo) the Purchaser shall promptly respond and fully collaborate with all requests made by the Company in connection with its, or third parties', 'know your client/customer', tax reporting and anti-money laundering policies and that any breach or failure to comply with this Item () of this Schedule 5 (determined at the sole and absolute discretion of the Company) shall give the Company the right refuse any application by the Purchaser.
- (pp) the use of the Tokens, the development of the Arcana Network by its owner and the Company's operations may cease in one or more jurisdictions in the event that the actions of any Governmental Authority or changes of Laws make it unlawful or commercially undesirable to continue to do so.
- (qq) although the Tokens may be tradeable, they are not, and in no case may be understood, deemed, interpreted or construed to be or to be representative of, any kind of (i) currency, legal tender, means of payment, money or deposit, whether fiat or otherwise, nor any substitute for such currency, legal tender, money or deposit; (ii) investment (whether secured or unsecured), equity interest, proprietary interest, economic right (including any kind of right to payment, income, dividend, profit, or other return, or any sums to be paid, or likely to be paid, out of such), share or similar interest in or claim against any Person, asset, entity, organisation, scheme, venture or project (including the Company or any other Company Entity); (iii) equity, debt or hybrid instrument, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, bond, warrant, certificate or instrument entitling the holder to interest, dividends or any kind of return, nor any other financial instrument; (iv) right, title, interest or benefit whatsoever in whole or in part, in the Company or any other Company Entity or any assets related to them, other than the right to use the Tokens as a means to enable usage of, and interaction with and within, the Arcana Network if successfully completed and deployed; or (v) any commodity that any Person is obliged to redeem or purchase.
- (rr) any Token terms and conditions, as issued by the Company from time to time (the "**Token Terms and Conditions**") shall apply with respect to the Tokens transferred hereunder and that in the event of any inconsistency between this Agreement and the Token Terms and Conditions, this Agreement shall prevail to the extent of any such inconsistency.
- (ss) the Token Terms and Conditions may be varied at any time by the Company in its sole and absolute discretion and that all such variations that are notified to the Purchaser by the Company in writing shall apply as if expressly incorporated into this Agreement, the necessary changes having been made.
- (tt) the Purchaser's participation pursuant to this Agreement is distinct from a sale of Tokens by the Company governed only by the Token Terms and Conditions insofar as certain provisions of the Token Terms and Conditions may be amended as specified herein, but otherwise all other provisions of the Token Terms and Conditions apply to the Purchaser as a buyer of Tokens.
- (uu) the Company and/or any third party service provider selected by the Company may provide the Purchaser (or the Purchaser's designated agents) statements, reports, and all other communications relating to (A) the Company; (B) the Purchaser's entry in this Agreement; and (C) the Purchaser's acquisition of the Tokens (collectively, the "**Company Information**"), in electronic form, such as through a file attached to an email sent to the email address provided by the Purchaser or over a private internet site in lieu of or in addition to sending such Company Information as hard copies via facsimile or mail. If the Company Information is made available over the internet, the Purchaser may be notified of its availability through an email sent to the email address provided by the Purchaser. The Purchaser agrees that all Company Information provided to the Purchaser via email notification or website will be deemed to have been good and effective delivery to the Purchaser when sent or posted, regardless of whether the Purchaser actually or timely receives or accesses such Company Information. Email messages are not

secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. Each of the Company and any third party service provider reserves the right to intercept, monitor and retain emails messages to and from its systems to the fullest extent permitted by applicable Law. The Company's entry into this Agreement is conditioned on the Purchaser's consent to electronic delivery of Company Information. The Purchaser agrees that it is solely responsible for notifying the Company in writing of any change in the Purchaser's email address and that the Company may not seek to verify or confirm the Purchaser's email address as provided.

- (vv) it is bound by any affirmation, assent or agreement that the Purchaser (or any of the Purchaser's designated agents) transmits to the Company or its Affiliates by computer or other electronic device, including internet, telephonic and wireless devices.
- (ww) when the Purchaser (or any of the Purchaser's designated agents) clicks on an "I Agree," "I Consent," or other similarly worded button or entry field whereby my mouse, keystroke or other device, the Purchaser's agreement or consent will be legally binding and enforceable against the Purchaser and will be the legal equivalent of the Purchaser's (or any of the Purchaser's designated agents) handwritten signature on an agreement that is printed on paper.
- (xx) this Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them.
- (yy) no corporate action, legal proceeding or other procedure or step has been taken in relation to (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Purchaser; (ii) a composition, compromise, assignment or arrangement with any creditor of the Purchaser for the reason of avoiding financial difficulty; (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Purchaser or any of its assets or (iv) enforcement of any security over any assets of the Purchaser, or any analogous procedure or step is taken in any jurisdiction in relation to any of the foregoing has been taken or, to the knowledge of the Purchaser, threatened in relation to the Purchaser.
- (zz) no expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Purchaser which is not frivolous or vexatious and is not discharged within 15 days has been taken or, to the knowledge of the Purchaser, threatened in relation to the Purchaser.
- (aaa) none of the following apply to the Purchaser (i) the Purchaser is unable or admits inability to pay its debts as they fall due; (ii) the Purchaser is deemed to, or is declared to, be unable to pay its debts under applicable Law; (iii) the Purchaser suspends or threatens to suspend making payments on all or a material part of its debts; (iv) the Purchaser by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling all or a material part of its indebtedness or (v) a moratorium is declared in respect of any indebtedness of the Purchaser.
- (bbb) the Purchaser understands and agrees that the Tokens are limited recourse obligations of the Company payable solely from the proceeds of the available Assets, and following realisation of such Assets and application of the proceeds thereof (if any), all obligations of and any claims against the Company hereunder or in connection therewith after such realisation will be extinguished and will not thereafter revive.

WITH RESPECT TO THE INFORMATION MATERIALS, THE ARCANA NETWORK, THIS AGREEMENT AND THE TOKENS, THE COMPANY 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. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT TOKENS OR THE ARCANA NETWORK ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS OR THE ARCANA NETWORK WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT TOKENS OR THE DELIVERY MECHANISM THE FOR TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE REPRESENTATIONS AND WARRANTIES OF THE PURCHASER CONTAINED IN THIS AGREEMENT AND ANY OTHER INSTRUMENT PROVIDED BY THE PURCHASER TO THE COMPANY IN CONNECTION HERewith ARE TRUE, ACCURATE AND NOT MISLEADING AS OF THE DATE OF THIS AGREEMENT OR SUCH INSTRUMENT, AS RELEVANT, AND SHALL BE DEEMED TO HAVE REAFFIRMED ON ALL SUCH OTHER DATES AS THE PURCHASER CONTINUES TO HOLD ANY TOKENS.

PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS IN ANY WAY. PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) THE COMPANY HAS NOT PROVIDED PURCHASER WITH ANY TAX ADVICE, AND (C) PURCHASER AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, STAKING, TRANSFER OR OTHER USE OF THE TOKENS.

ANNEXURE 3

Eligibility Questionnaire for U.S. Persons

Each prospective Purchaser who is a U.S. Person or is otherwise purchasing SAFTs in the U.S. must complete and sign this questionnaire. The Company will use the responses to this questionnaire to qualify prospective investors for purposes of U.S. federal and state securities laws.

The Company will not accept the prospective Purchaser’s investment until it determines, based on the facts disclosed in this questionnaire and any other information known to the Company, that the prospective investor is eligible.

You must answer all questions in either the “Individuals” or “Entities and Organizations” section. If the answer to any question below is “none” or “not applicable,” please provide that response.

You agree that the Company may present this questionnaire to any other party that the Company deems appropriate to establish the availability of exemptions from registration under U.S. federal and state securities laws or to otherwise comply with governmental or regulatory authorities. When you sign below you are representing that the information you furnish in this questionnaire is true and complete of your own knowledge, and you acknowledge that the Company and its counsel are relying on the truth and accuracy of the information to comply with U.S. federal and state securities laws. You agree to notify the Company promptly of any changes in the information you provide that may occur prior to an actual investment with the Company.

Name: _____

By: _____

Title: _____

Address: _____

Email: _____

Individual Investors Complete the Following Questions	
I am an “accredited investor” because I qualify for one of the following statuses:	
(a)	I have a net worth (or joint net worth with my spouse or domestic partner) in excess of US\$1,000,000. For purposes of this question, “net worth” means the excess of total assets (excluding value of primary residence ²) over total liabilities.
(b)	I have had individual income in excess of US\$200,000 (excluding my spouse or domestic partner) in each of the two most recent years (or joint income with my spouse or domestic partner in excess of US\$300,000 in each of those years), and have a reasonable expectation of reaching the same income level in the current year.
(c)	I hold a Series 7, Series 65 or Series 82 license administered by the U.S. Financial Industry Regulatory Authority.
(d)	I am a “family client” (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940), of a family office (as defined in such rule) with assets under management exceeding US\$5,000,000, and my investment in the Company is directed by the management of such family office.

² The estimated fair market value of the primary residence is *not* included as an asset and the amount of debt secured by the primary residence, up to the estimated fair market value of the property, is *not* included as a liability. However, the amount of any debt secured by the primary residence that is in excess of the estimated fair market value of the primary residence is included as a liability. In addition, if the amount of debt secured by the primary residence increased within the last 60 days (other than as a result of acquiring the residence), then the amount of the increase is included as a liability.

Entity Investors and Organizations Complete the Following Questions:

The Purchaser is an “accredited investor” because the Purchaser qualifies for one of the following statuses:

(a)	The Purchaser is a trust with total assets in excess of US\$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.
(b)	The Purchaser is a bank, insurance company, investment company registered under the United States Investment Company Act of 1940, as amended (the “Companies Act”), a broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended, a business development company, a Small Business Investment Company licensed by the United States Small Business Administration, a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, a plan with total assets in excess of US\$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended
(c)	The Purchaser is an employee benefit plan and either all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, or the Purchaser has total assets in excess of US\$5,000,000 or, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
(d)	The Purchaser is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
(e)	The Purchaser is a corporation, partnership, business trust, limited liability company or other form of entity (including a Native American Tribe or entity formed under tribal law) not formed for the purpose of acquiring the Securities, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), in each case with total assets in excess of US\$5,000,000.
(f)	The Purchaser is an entity (including a Native American Tribe or entity formed under tribal law) whose equity owners are all accredited investors.
(g)	The Purchaser is a “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, with assets under management in excess of US\$5,000,000, that is not formed for the specific purpose of acquiring Units, and whose prospective investment in Units is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the investment in Units