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YOU WILL NOT BE ENTITLED, AS A HOLDER OF EQUITY, TO VOTE AS A SHAREHOLDER, NOR WILL ANYTHING CONTAINED HEREIN BE CONSTRUED TO CONFER UPON YOU, AS SUCH, ANY RIGHTS OF A SHAREHOLDER NOT SPECIFIED OR ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR UPON ANY MATTER SUBMITTED TO THE BOARD OF DIRECTORS AT ANY MEETING THEREOF, OR TO GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION OR TO RECEIVE NOTICE OF OR ATTEND SHAREHOLDER OR BOARD MEETINGS OR OTHERWISE.

PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE CONFIDENTIAL INFORMATION STATEMENT

PROVIDED TO YOU IN CONNECTION HEREWITH, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

The Watford Association Football Club Ltd.

SUBSCRIPTION AGREEMENT

<i>Purchaser:</i>	[INSERT NAME]
<i>Agreement Date:</i>	[INSERT DATE OF AGREEMENT]
<i>Purchase Amount:</i>	[INSERT TOTAL PURCHASE AMOUNT]
<i>Price Per Share:</i>	[INSERT PRICE PER SHARE]
<i>Form of Payment:</i>	<p>Payments can be made in fiat via credit card, wire, or ACH. The Purchase Amount can also be paid in the cryptocurrencies of Tether (USDT) or USD Coin (USDC) to a Coinbase treasury account held for the benefit of the Company.</p> <p>Purchases through Stripe will incur a total fee of approximately 2.7% - 3.8% plus an additional \$0.36 per transaction. These total expenses for Stripe will ultimately be borne by ODB. Wire fees are different depending on the institution and are the responsibility of the Purchaser. It can range from \$25-\$75+ per transaction. ODB charges a two and one-half percent (2.5%) administrative fee for payments made via wire transfer, credit card, or ACH on the gross principal transaction with a minimum fee of \$7 and a maximum fee of \$300. The fee is added to the total amount of the investment at checkout.</p> <p>Cash received in connection with the Purchase Amount will be held in an escrow account for the benefit of the Company. Purchases made by credit card will be first processed by Stripe before being sent to the escrow account. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing</p>

	<p>payment when making their investment via the Offering Platform that is operated by ODB for the benefit of the Offering.</p> <p>The exchange rate for the Offering will be fixed at £0.78 GBP = \$1 USD. All prices in USD related to the Equity reflect this exchange rate. Purchasers will be displayed a final purchase price of the Equity in USD corresponding to the equivalent in GBP. The costs of fluctuations in the prices of the currencies will be borne by the Company. At any point in the Offering, the Company reserves the right to change the fixed exchange rate for subsequent purchasers, provided there is a substantial change in the exchange rate between the US Dollar and British Pound Sterling.</p> <p>Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering will be directed to an account held in escrow for the Company.</p> <p>If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, using the fixed exchange rate at the time of purchase, regardless of the type and amount of the approved currency, 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. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded.</p> <p>For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the Equity and/or Security Instruction Tokens to the Purchaser.</p>
<p><i>Delivery Schedule:</i></p>	<p>Within 180 days of the end of the final Offering Purchase Agreement (“OPA”) being fully processed across both the Regulation D and S Offerings, the Purchased Shares (“Equity”) will be formally recognized to the Purchaser (the “Release Date”).</p> <p>Equity will unlock for trading after a 12-month lock period that may be enforced by smart contract via the SITs, which the Company intends to use as a mechanism for trading the Equity. The Company may in its sole discretion use different methods of enforcing the 12-month lock period or to institute alternate mechanisms for trading the Equity.</p>

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “*Purchaser*”) of the Total Purchase Price set forth above on or about the date (the “*Effective Date*”) indicated under the Company signature hereto, The Watford Association Football Club Ltd., under the laws of England and Wales, located at Vicarage Road Stadium, Vicarage Road, Watford Hertfordshire, WD18 0ER, United Kingdom (the “*Company*”), hereby issues to the Purchaser, a number of shares in the Company (“*Equity*” or “*Shares*” or “*Interests*”). Such Interests Purchased set forth above are subject to the terms set forth below (“*T&Cs*”).

1. **OFFERING.** This Offering Purchase Agreement (“*OPA*”) is issued by the Company in connection with the offering (“*Offering*”) of Equity by the Company via a series of agreements on substantially similar terms to this OPA (collectively, the “*OPAs*”). Purchaser acknowledges that OPAs may be issued in a series of multiple closings to certain qualified persons and entities, all as determined from time to time by the Company in its sole discretion. By purchasing the Equity herein, Purchaser agrees to be bound by this OPA. If Purchaser is purchasing on behalf of an entity (such as its employer), Purchaser represents and warrants that it has the authority to bind such entity to this OPA. In that case, “*Purchaser*” will refer to that company or other legal entity.

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

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS OPA, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 7.6 “DISPUTE RESOLUTION” BELOW FOR DETAILS.

2. **OFFER AND SALE.**

2.1. **Purchase and Sale.** Purchaser hereby agrees to purchase that Number of Shares Purchased for an aggregate purchase price equal to the Total Purchase Price, each as set forth above. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser’s investment in whole or in part, along with this OPA for any reason and for no reason. Without limiting any of the foregoing, the valid execution of this OPA shall be conditioned upon the following terms being met: (i) Purchaser’s completion of the purchase commitment process on the online platform maintained by ODB (“*ODB*”), providing technical services which allow the online hosting of the Company’s offering; (ii) Purchaser’s delivery of the Total Purchase Price to an account maintained by the Company in the manner and method provided in the Company’s offering disclosures; and (iii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company will only be issuing shares in whole numbers (no fractional shares).

2.2. **Payment.** Purchaser covenants and agrees to pay the Total Purchase Price to the Company on or about the Effective Date, and in any case no later than three business days after the Effective Date. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this OPA and the Equity in the event that Purchaser does not deliver to the Company its signature page to this OPA or the Total Purchase Price, in each case within three business days of the Effective Date. The Total Purchase Price will be displayed in GBP. Purchasers will be informed about the applicable exchange rate or

any transaction fees applicable based on the currency or digital currencies selected to make payment.

2.3. **Purchaser Qualification.** Purchaser acknowledges and agrees that it is required to meet certain requirements to participate in this Offering, including the Purchaser's status as an "Accredited Investor", as defined under Regulation D under the Securities Act of 1933, as amended ("*Securities Act*"), as well as compliance with the Terms.

An Accredited Investor means any one of the following:

- (a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (b) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (c) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (d) any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;
- (e) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds \$1,000,000;
- (f) any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (g) any trust, with total assets in excess of \$5,000,000, not formed for the specific

purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

- (h) any entity in which all of the equity owners are accredited investors.
- (i) any entity not listed among the above entities that owns investments in excess of \$5,000,000 not formed for the specific purpose of acquiring the securities offered
- (j) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.
- (k) any “family office,” as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1) with assets under management above \$5,000,000 that is not formed for the specific purpose of acquiring the securities offered and whose prospective investment 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 prospective investment
- (l) any “family client,” as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1), of a family office meeting the requirements in paragraph (k) above and whose prospective investment in the issuer is directed by such family office

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 OPA and the Equity, notwithstanding Purchaser’s compliance with the Terms, delivery of the Total Purchase Price to the Company, or that the Company may have delivered a signature page to this OPA.

2.4. **Form of Payment.** The Company agrees to accept payment for the Total Purchase Price in U.S. dollars (via credit card, wire, or ACH), Tether (USDT), or USD Coin (USDC). The standard exchange rate for calculating the price of the Equity in US Dollar terms will be £0.78 GBP = \$1 USD. The Company may elect to stop accepting any of the mentioned forms of payment, or it may accept other methods or forms of payment on an as-converted to U.S. dollars basis, at any time, all in its sole discretion. Purchases through Stripe will incur a total fee of approximately 2.7% - 3.8% plus an additional \$0.36 per transaction. These total expenses for Stripe will ultimately be borne by ODB. Wire fees are different depending on the institution and are the responsibility of the Purchaser. It can range from \$25-\$75+ per transaction. ODB charges a two and one-half percent (2.5%) administrative fee for payments made via wire transfer, credit card, or ACH on the gross principal transaction with a minimum fee of \$7 and a maximum fee of \$300. The fee is added to the total amount of the investment at checkout. Payment will not be accepted in any other form of payment not listed above.

2.5. **Rejected Transactions.** If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC or fiat USD at the Company’s discretion, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and

amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded.

2.6. **Security Instruction Tokens**. The Issuer has the right, but not the obligation, to mint and distribute to, or for the benefit of, the Investor one or more types of digital tokens (“***Security Instruction Tokens***” or “***SITs***”) on a blockchain network, which may serve as an administrative arrangement to the Securities or as a technological means of providing a transfer instruction to the Company or an entitlement order to a securities intermediary holding this SAFE on behalf of others. The SITs, if issued, may embody certain rights, preferences, privileges, and restrictions of the respective Securities to which they relate or may provide the means to give such instructions or entitlement orders.

2.7. **Custodian; Securities Entitlement**. The Company and the Investor authorize Brassica Trust Company LLC and its successors and assigns (the “Custodian”), as the custodian for the benefit of the Investor, to hold the Securities in registered form in its name or the name of its nominees for the benefit of the Investor and the Investor’s permitted assigns. The Investor acknowledges and agrees that upon any acceptance of this Subscription Agreement, the Company shall issue and deliver the Securities to the Custodian, who shall solely hold such securities for the benefit of the Investor and shall be a “protected purchaser” of such Shares within the meaning of Section 8-303 of the Delaware Uniform Commercial Code, which shall be in book entry uncertificated form, and that the Investor shall hold and acquire only a “securities entitlement” within the meaning of Section 8-501 of the Delaware Uniform Commercial Code in the Securities equal to the ratio of the Investor’s purchase amount to the aggregate purchase amounts of the Securities in the Offering. Company and Investor acknowledge and agree that the Custodian may assign any and all of its agreements with Investor, delegate its duties thereunder, and transfer Investor’s Securities to any of its affiliates or to its successors and assigns, whether by merger, consolidation, or otherwise, in each case, without the consent of the Investor or the Company.

3. INTERESTS DELIVERY.

3.1. **Delivery**. In connection with this OPA, the Company, its agents or representatives shall deliver to the custodian for the shares, Brassica Trust Company LLC (“***Brassica***” or “***Custodian***”), a Wyoming company, the Number of Shares Purchased set forth above and according to the terms set forth in Exhibit A, and Brassica will then issue to Purchaser a securities entitlement in full satisfaction of this OPA.

3.2. **Conditions to Interests Delivery**. In connection with, as a condition to, and prior to each delivery of Interests by the Company to the Purchaser pursuant to Section 3.1, and in each case unless waived in writing by the Company:

- (i) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this OPA and the delivery of the Equity as are reasonably requested by the Company, including documentation to verify Purchaser’s status as an “***Accredited Investor***” (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act);
- (ii) The Purchaser will complete and deliver all AML and KYC Forms (as defined below) requested by the Company from time to time, including after the Effective Date;

- (iii) The Purchaser will complete and sign the Omnibus Trust Agreement and complete any other required forms to designate Brassica as the holder of record for the Equity; and
- (iv) The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with the applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

If the Purchaser fails to meet any of the conditions above, the Company may hold the Equity deliverable hereunder in escrow until such conditions are met, and such escrow will constitute delivery of the applicable shares of Equity in accordance with this instrument notwithstanding that such Equity remain in escrow.

3.3. **Lockup**. In addition to any other restrictions required under applicable law, Purchaser agrees that it will not directly or indirectly Transfer any Equity that has not been delivered to the Purchaser in accordance with Section 3.1 and Exhibit A herein (such Equity, the “*Undelivered Equity*”), any options to purchase any Undelivered Equity, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered Equity, including this OPA. To ensure compliance with the restrictions in this Section 3.3, Purchaser acknowledges that the Company may impose technological lockups or other restrictions on the Equity. For the avoidance of doubt, all Equity issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all Equity to the Purchaser in accordance with Exhibit A.

3.4. **Claiming Equity**. Equity that is purchased by you may be claimed by you only. The Equity is not transferrable prior to being unlocked. Prior to unlocking of any Equity, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), Equity or any part or the whole of your rights, title or interest under these T&Cs, including your right to claim such Equity, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognized by, nor binding on, the Company.

3.5. **Transferability**. If you transfer Equity to another person by way of SITs or otherwise, then that person (“New Holder”) is deemed to be bound by these T&Cs as Contributors for the period of time they hold such Equity, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of Equity to them, expressly agrees to be bound by these T&Cs as a Purchaser for the period of time they hold such Equity. By transferring any Equity you assign all your rights, title and interest under these T&Cs to the person you transfer that Equity or to the owner of the wallet you transfer any SITs.

3.6. **SIT Ownership Treatment**. Neither the Company nor any other person will be liable for treating the owner of the wallet in which any SIT is held (except as otherwise required by law or as ordered by a court of competent jurisdiction) as the owner of the Equity to which it is linked.

3.7. **Written Notice**. The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effect the transfer of any Equity, such notice is deemed given as an electronic record by

inclusion of the relevant transaction on the Republic platform or via transfer of an SIT on a block on the token's blockchain in accordance with clause 3.5 above.

3.8. **Voidability.** Notwithstanding any other provision in this clause 3, the Company reserves the right to treat as void any transfer of Equity which the Company reasonably believes to be unlawful or fraudulent for any reason, including based on a transfer of SITs, which the Company reserves the right to reissue in such cases. *See* Exhibit C (Articles of Association), Section 3.

4. DEFINITIONS

4.1. “**AML and KYC Forms**” means any and all forms, documents, processes, and procedures, including, for the avoidance of doubt, any electronic verification system or process, which the Company determines, in its sole discretion, are reasonably necessary for the Company to comply with applicable Money Laundering Laws and “*know your customer*” laws.

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

4.3. “**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

4.4. “**Money Laundering Laws**” means the applicable laws, rules and regulations of all jurisdictions in which the Purchaser is located, resident, organized or operates concerning or related to anti-money laundering, including but not limited to those contained in the Bank Secrecy Act of 1970 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**Patriot Act**”), each as amended and including the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

4.5. “**Person**” means any individual or legal entity, including a government or political subdivision or an agency or instrumentality thereof.

4.6. “**OPA Date**” means the date of completed reconciliation and processing of all the underlying Offering Purchase Agreements for the Equity.

4.7. “**Transfer**” means, with respect to any instrument, the direct or indirect assignment, sale, transfer, tender, pledge, hypothecation, or the grant, creation or suffrage of a lien or encumbrance in or upon, or the gift, placement in trust, or other disposition of such instrument or any right, title or interest therein, or the record or beneficial ownership thereof, the offer to make such a sale, transfer or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

5. PURCHASER REPRESENTATIONS.

5.1. **Authorization.** The Purchaser has full power and authority to enter into this OPA. This OPA, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.2. **Purchase Entirely for Own Account.** This OPA is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this OPA, the Purchaser hereby confirms, that the Equity 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. By executing this OPA, the Purchaser further represents that 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 any of the Equity. The Purchaser has not been formed for the specific purpose of acquiring the Equity.

5.3. **Disclosure of Information.** The Purchaser has sufficient knowledge of and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of this OPA and of the Equity and is able to bear the risks thereof. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Equity with the Company's representatives. The Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper.

5.4. **Compliance with Securities, Commodities, & Other Laws.** The Purchaser understands that the Equity has not been, and will not be, registered under the Securities Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Equity or SITs may be deemed "*restricted securities*" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Equity and corresponding SITs indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Equity for resale, and exemptions from registration and qualification may not be available or may not permit the Purchaser to transfer all or any of the Equity in the amounts or at the times proposed by the Purchaser. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Equity, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. The Purchaser is not registered with the U.S. Securities and Exchange Commission as a broker-dealer, alternative trading system or exchange, and is not a member of the U.S. Financial

Industry Regulatory Authority (“*FINRA*”) nor is required to be registered with the U.S. Securities and Exchange Commission or is subject to the rules of FINRA. The Purchaser has also been advised that this Agreement has not been approved for trading by the CFTC. The Purchaser represents that it is not purchasing this Agreement on the basis that it is a contract of sale of a commodity for future delivery (or option on such a contract), a swap or any other instrument subject to the CEA. The Purchaser further understands that neither the Company nor an Affiliate is licensed as a money transmitter (“*MT*”) or a money services business (“*MSB*”). If the Company or an Affiliate was deemed to be an MT and/or MSB, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Company, how the Equity is structured, how it is purchased and sold, and other issues, and would greatly increase the Company’s costs in creating and facilitating transactions in the Equity. Any of these outcomes would negatively affect the value of the Equity.

5.5. **No Public Market.** The Purchaser understands that no public market now exists for the Equity, and the Company has made no assurances that a public market will ever exist for the Equity, and the Company is under no obligation to register or qualify the Equity under the laws of any Governmental Authority.

5.6. **Accredited Investor.** Purchaser certifies that it is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Purchaser is purchasing this instrument and the securities to be acquired by the Purchaser hereunder 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 investment, is able to incur a complete loss of such investment without impairing the Purchaser’s financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser hereby confirms that it has taken reasonable steps to verify that such Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

5.7. **No Bad Actor.** 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 Securities Act) is subject to of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the 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.

5.8. **Legends.** The Purchaser understands that the Equity may be deemed to bear any one or more of the following legends: (a) any legend required by the securities laws of any state to the extent such laws are applicable to the Equity represented by the certificate so legended, and (b): the following legend (and even without such legend the following restrictions apply):

- (i) THE INTERESTS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS

AMENDED (THE “ACT”) AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE EQUITY, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, IN ACCORDANCE WITH REGULATION S OF THE 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 ACT.

(ii) THE INTERESTS MAY NOT BE USED IN HEDGING TRANSACTIONS UNLESS IN COMPLIANCE WITH THE ACT AND ALL SUCH APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE OR IN ACCORDANCE WITH REGULATION S OF THE ACT.

(iii) Any legend required by the applicable jurisdiction in which the Interests are sold, including Canadian securities laws and applicable foreign or state “blue sky” securities laws, rules, and regulations.

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 Interests is in compliance with the Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this OPA, the Company may impose technological and other restrictions on the Equity deliverable hereunder.

5.9. **Waiver of Warranties; Assumption of Risks.** THE RISK OF LOSS IN BUYING, HOLDING AND TRADING NON-PUBLIC EQUITY AND RIGHTS THEREIN 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 SUCH NON-PUBLIC EQUITY IS SUITABLE FOR THE PURCHASER IN LIGHT OF ITS FINANCIAL CONDITION. Purchaser acknowledges that it has carefully read and reviewed the Confidential Information Statement provided to the Purchaser in connection herewith. Purchaser understands that the Equity involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risks that (i) the Company and its success will not be realized as intended; (ii) the Company’s first team will not perform well and be subject to relegation; (iii) the Company’s key staff, personnel, and players may leave the Company or perform poorly; (iv) the Company and/or third parties involved with the Company may be subject to investigation and punitive actions from Football or Governmental Authorities, and (v) those other risks as detailed in that certain Confidential Private Placement Statement provided to the Purchaser in connection herewith. Purchaser understands and expressly accepts that the Security Instruction Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” BASIS. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SITs, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THEIR BEHALF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ASSUMES ALL RISKS AND LIABILITIES FOR THE

RESULTS OBTAINED BY THE USE OF ANY SITs AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE SITs. IN DECIDING TO PURCHASE THE EQUITY, YOU ARE NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE COMPANY, ODB OR ANY OTHER THIRD-PARTY, AND YOU HAVE MADE ITS OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE EQUITY IS SUITABLE AND APPROPRIATE FOR YOU.

5.10. **Other Applicable Law.** Purchaser represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the purchase of the Equity, including (a) the legal requirements within the Purchaser's jurisdiction for the purchase of the Equity, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Equity. The Purchaser's purchase and payment for and continued beneficial ownership of the Equity will not violate any applicable laws of the Purchaser's jurisdiction.

5.11. **OFAC.** 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 organization 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 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.

5.12. **Sources and Uses of Funds.** The Purchaser further represents, warrants, and agrees as follows:

- (i) No payment or other transfer of value to the Company and no payment or other transfer of value to 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**").
- (ii) No payment or other transfer of value to the Company 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 Equity before, and from time to time after, the date of this Agreement.

- (iii) All payments or other transfer of value to the Company by 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 Equity, 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.

5.13. **Additional Information.** The Purchaser will provide to the Company any information that the Company from time to time determines to be necessary or appropriate (a) to comply with Money Laundering Laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the identity and or source of funds of the Purchaser from any Governmental Authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update that information. The Purchaser understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Purchaser that the information has been so provided. The Purchaser further understands and agrees that any failure on its part to comply with this Section 5.13 would allow the Company to terminate this OPA and require the forfeiture of any Equity previously delivered to the Purchaser.

5.14. **Suspicious Activity Reports.** The Purchaser acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by 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.

5.15. **Voluntary Compliance.** The Purchaser understands and agrees that, even if the Company is not obligated to comply with any U.S. 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.

5.16. **Taxes.** PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, TRANSFERRING OR OTHERWISE USING THE EQUITY OR SITs IN ANY WAY. PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY TRANSACTION RELATED TO THE EQUITY, 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, TRANSFER OR OTHER USE OF THE EQUITY AND/OR SITs.

5.17. **Additional Warranties.**

(i) The acceptance of these T&Cs and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgement, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

(ii) Purchaser warrants it is not a statutory corporation, governmental or semi-governmental authority;

(iii) Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like USDC, USDT, BTC, or ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;

(iv) Purchaser has obtained sufficient information about the Company to make an informed decision to participate in purchasing the Equity pursuant to these T&Cs;

(v) Purchaser understands that the Equity confers limited rights with respect to the Company and excludes any voting rights and may not offer rights related to redemption, proprietary rights (including all forms of intellectual property rights), or other financial or legal rights;

(vi) If you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;

(vii) if you are making a contribution for the acquisition of Interests as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

(viii) if you are making a contribution for the purchase of Interests for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Purchaser", "your" or "you" is a reference to the entity or person on whose behalf you are authorized to make a contribution);

(ix) You are not making a contribution under these T&Cs for any specific uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

(x) Purchaser is not located in any Disqualified Jurisdiction (defined in Exhibit B).

6. DISCLAIMERS.

6.1. **Wallet.** You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your Wallet including, without limitation, any loss resulting from errors, typos, and inaccuracies in your wallet address, designating a non-compatible wallet for the receipt of the SITs, or depositing one type of digital asset to a wallet intended for another type of digital asset. The Company assumes no responsibility or liability in connection with any such misuse.

6.2. **SIT Codebase.** The Company will exercise reasonable endeavors to have its SIT codebase audited and approved by technical experts with regard to both accuracy and security of the underlying code. However, blockchain technology is still in an early stage of development and much of its related code is currently of an experimental nature, which carries significant operational, technological, financial, regulatory, and reputational risks. Accordingly, while any audit conducted may raise the level of security and accuracy of the codebase, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the codebase is fit for a particular purpose or that it is free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of cash, USDC, USDT or ETH contributions and/or the Equity.

6.3. **Indemnity.** THE COMPANY SHALL NOT BE LIABLE TO THE PURCHASER, AND THE PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS AGENTS AND ADVISORS, AND THE SUCCESSORS AND ASSIGNS OF THE FOREGOING, FROM AND AGAINST, ALL OR ANY PART OF ANY THIRD PARTY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY "**CLAIMS**") FOR DAMAGES TO OR LOSS OF PROPERTY ARISING OUT OF OR RESULTING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE BAD FAITH OR INTENTIONAL MISCONDUCT OF THE COMPANY.

6.4. **Limitation of Liability.** NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN THE OFFERING WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ACTIVITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS OPA OR THE PURCHASER'S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED

OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO THE PURCHASER ARISING OUT OF OR IN CONNECTION WITH THIS OPA OR FROM THE PURCHASER'S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING EXCEED THE TOTAL PURCHASE PRICE (AS DENOMINATED IN USD). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND THE PURCHASER.

6.5. **Class Action Waiver**. Any claim or dispute arising under this OPA 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 OPA 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 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 OPA.

7. MISCELLANEOUS.

7.1. **Entire Agreement**. This OPA 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 OPA is one of a series of similar agreements entered into by the Company from time to time. Any provision of this OPA may be amended, waived, or modified only upon the written consent of the Company and (a) the Purchaser, or (b) the holders of a majority, in the aggregate, of the Total Purchase Price paid to the Company with respect to all OPAs outstanding at the time of such amendment, waiver or modification, and any amendment, waiver or modification made in accordance with clause (b) shall be binding upon all Purchasers.

7.2. **Notices**. Any notice required or permitted by this OPA will be deemed sufficient when sent by email to the relevant email address listed on the signature page hereto, as subsequently modified by written notice received by the appropriate party.

7.3. **Refunds**: If the Company does not provide for the delivery of Equity within one hundred eighty days (180) days of the OPA Date (the "***Deadline Date***"), the Company will repay Purchasers the Total Purchase Price, due and payable to such Purchasers immediately prior to, or on, the Deadline Date, to the extent funds are lawfully available at that time.

7.4. **No Rights as Stockholder**. The Purchaser is not entitled, as a holder of this OPA, or the Equity, to vote, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of an equity holder or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

7.5. **Transfers and Assigns.** Neither this OPA nor the rights contained herein may be Transferred, by operation of law or otherwise, by the Purchaser without the prior written consent of the Company. The Company may assign this OPA without the consent of the Purchaser.

7.6. **Severability.** In the event any one or more of the provisions of this OPA is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this OPA operate or would prospectively operate to invalidate this OPA, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this OPA and the remaining provisions of this OPA will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

7.7. **Governing Law.** This OPA and any action related thereto will be governed by the laws of England and Wales, without regard to their conflicts of law rules, excluding the provisions of the United Nations Convention on the International Sale of Goods and excluding the conflict of law rules of England and Wales private international law.

7.8. **Binding Arbitration.** Any dispute, controversy, difference, or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be London, United Kingdom. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7.9. **Additional Assurances.** The Purchaser shall, and shall cause its affiliates to, from time to time, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company or are necessary for the Company, upon the advice of counsel, to carry out the provisions of this OPA and give effect to the transactions contemplated hereby, including, without limitation, to enable the Company to register the Equity, to enable the Equity to qualify for or maintain an exemption from registration (to the extent any such exemptions are available), to comply with Money Laundering Laws, or to otherwise complete the transactions contemplated hereby and to comply with applicable laws as then in effect.

7.10. **Force Majeure.** Without limitation of anything else in this OPA, the Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this OPA, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, 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: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest or instability; (d) changes to applicable law; or (e) action by any Governmental Authority.

[signature page follows]

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

The Watford Association Football Club Ltd.

By: _____

Name: [INSERT]

Title: Director

Email:

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

[Signature Page to Offering Purchase Agreement]

Exhibit A

Lockup and Delivery Schedule

Notwithstanding anything to the contrary herein, the Purchaser and the Company acknowledge and agree that the Equity issued hereunder (as applicable as of the applicable date of determination, the “*Restricted Interests*”), shall be subject to the restrictions set forth in this Exhibit A (collectively, the “*Lockup*”).

Option D:

- Option D Purchase Price: GBP £12.44 (\$15.95 USD)per Equity Share of Company.
- Purchaser will receive a number of Option D Purchased Shares equal to the Option D Purchase Amount divided by the Option D Purchase Price per Share.
- Option D Lock-up and Transfer Restrictions: Within 180 days of the Offering closing, the Equity Shares will be delivered to Purchaser on the date (the “Release Date”). Equity will be released after a 12-month lockup (potentially enforced via smart contract on the underlying SITs). For one year from the Release Date, Purchasers are prohibited from trading the Equity or Equity derivatives or the underlying instruments (“Restricted Interests”), or any instruments convertible into, exchangeable for, or that represent the right to receive Restricted Interests on any exchange (centralized or decentralized).

In all cases, delivery of the applicable number of the Shares shall be deemed complete and to have complied with this OPA as long as it is completed within 180 days of the Offering closing.

EXHIBIT B
JURISDICTIONAL RESTRICTIONS

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

- Afghanistan
- Albania
- Belarus
- Bosnia & Herzegovina
- Burundi
- Canada (Ontario and British Columbia)
- Central African Republic
- Cote D’Ivoire
- Cuba
- Congo
- Democratic Republic of Congo (D.R.C.)
- Democratic People’s Republic of North Korea
- Dominican Republic
- Donetsk People’s Republic (DNR) region of Ukraine
- Dubai
- Iran
- Iraq
- Laos
- Lebanon
- Libya
- Luhansk People’s Republic (LNR) region of Ukraine
- Montenegro
- Mozambique
- Myanmar
- Nicaragua
- Nigeria
- Pakistan
- People’s Republic of China
- Russian Federation
- Serbia
- South Sudan
- Somalia
- Sudan (North)
- Syria
- Tanzania
- Turkey
- The Crimea
- Ukraine
- Venezuela
- Yemen
- Zimbabwe
- Any other jurisdiction where the investment, purchase, and/or use of Tokens is unavailable or unlawful.

EXHIBIT C

SUMMARY OF THE ARTICLES OF ASSOCIATION

The following is a summary of the key provisions of the articles of association of the Company (“*Articles*”) relating to the B ordinary shares. It is not conclusive and is intended only to assist investors to understand the rights attaching to the B ordinary shares. The B ordinary shares shall be subject to the terms of the Articles and applicable law, in each case as amended and in force from time to time.

The rights attaching to B ordinary shares, as set out in the Articles contain, amongst others, the following provisions:

1. Votes of members

The Ordinary and A ordinary shares are entitled to vote, the B ordinary shares do not confer a vote except in relation to any variation of the class rights of the B ordinary shares. A holder of B ordinary shares who has failed to comply with a notice served on him by the Company requiring him to disclose interests in the shares (See ‘Disclosure notice’ below) shall not be entitled to vote on a variation of class rights.

2. Variation of rights

Where the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied or abrogated with the consent in writing of the holders of at least three quarters in nominal value of that class or with the sanction of a special resolution passed at a separate meeting of the holders of that class but not otherwise.

3. Transfer of shares

- 3.1 Subject to certain limited exceptions, the Company may decline to register any transfer of any share, whether or not fully paid, at their absolute discretion.
- 3.2 The Company may refuse to register a transfer unless it is lodged in the appropriate location, accompanied by the certificate (or other evidence as deemed required by the Directors), where is in respect of only one class of shares, and is in favour of not more than four transferees.
- 3.3 The Company may refuse to register the transfer of any share where the Football League has not provided the necessary confirmation and approvals, or where such transfer would cause the Company to breach any rule or regulation of the EFL, Football Premier League Limited, Football Association Limited, or any equivalent regulatory authority to which the Company is subject.
- 3.4 The B ordinary shares are subject to an initial 12-month restriction on transfers, following which they are freely transferable, subject to any other term of the Articles.

4. Sale

- 4.1 The Articles contain provisions enabling a sale of the Company to a third party and to ensure that shareholders have the opportunity in relevant circumstances to sell on substantially the

same terms as existing shareholders in the Company. These are more particularly summarised below.

- 4.2 Where holder(s) of 50% or more of the Ordinary and A ordinary shares in issue wish to transfer all of their shares to a bona fide arm's length purchaser, those holders have the option to require (by giving notice) each of the other shareholders – across all classes of share – to sell and transfer their shares to the proposed buyer.
- 4.3 Where any shareholder or shareholders propose to transfer shares which would result in a person gaining a controlling interest (as defined in section 1124 Corporation Tax Act 2010), in the Company, whether directly or indirectly, the selling shareholder(s) will procure that an offer be made to all other shareholders (across share classes) for equal consideration as that received by the controlling interest shareholding.
- 4.4 Where a holder of a B ordinary shares who has failed to comply with a notice served on him by the Company requiring him to disclose interests in the shares (See 'Disclosure notice' below), the Company may enable the transfer of B ordinary shares at a fair value as determined by the auditors of the Company.

5. Payment of dividends

- 5.1 Subject to the provisions of Companies Act 2006 and to any special rights attaching to any shares, dividends may be paid to shareholders, provided that no dividend will be declared in excess of the maximum dividend threshold imposed by any law or regulation binding on the Company, including but not limited to the Football Association.
- 5.2 A member will not be entitled to receive any dividend if he has a holding of any class of shares of the Company and has failed to comply with a notice served on him by the Company requiring him to disclose interests in the shares (See 'Disclosure notice' below).
- 5.3 Dividends may be withheld for those persons who become entitled to share(s) as a consequence of the death or bankruptcy of a member, and do not within 90 days notify the Company of their intent to elect to become the holder of the share or nominate a transferee in their place until remedied, until remedied.

6. Unclaimed dividends

Any dividend unclaimed after a period of 12 years from the date of its declaration will be forfeited and will revert to the Company.

7. Return of capital on a winding-up

On a winding-up of the Company, the balance of the assets available for distribution will, subject to any sanction required by Companies Act 2006, be divided amongst the members of all classes of shares, *pari passu*, as if the constitution as one class of share *pro rata* to their numerical holdings, disregarding any difference in nominal value.

8. Disclosure notice

- 8.1 The Company may by notice in writing require any person appearing to be, or to have been interested in B ordinary shares comprised in the Company's relevant share capital:

- 8.1.1 to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
 - 8.1.2 where he holds or has during that time held an interest in shares so comprised, to give such further information as may be required in the notice.
 - 8.1.3 to confirm their identity, and the identity of any immediately preceding shareholders;
 - 8.1.4 to confirm their interest in their shares at present, and during the preceding 3 years;
 - 8.1.5 to confirm the would-be parties to an agreement to which section 824 of the Companies Act would apply, were the Company a public company, or an agreement related to exercise of rights conferred by the holding of B ordinary shares.
- 8.2 Failure to provide the information requested may (at the Company's discretion and in accordance with the Articles) result in the loss or restriction of rights attaching to the shares, including prohibitions on certain transfers of the shares, and loss of distributions, and the compulsory sale of the relevant shares at fair value.

9. General meetings

- 9.1 A general meeting must be called by at least 14 days' notice, but may be called on shorter notice where agreed by a majority of members (holding not less than 90% of shares).
- 9.2 Notices must be given in the manner stated in the Articles to the members.
- 9.3 No business may be transacted at any general meeting unless a quorum is present which will be constituted by one person entitled to vote at the meeting being a member or a proxy for a member or a representative of a corporation which is a member. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of, or by, members, will be dissolved, or adjourned until the same day in the next week.
- 9.4 A Director shall, notwithstanding that he is not a member, be entitled to receive notices or and attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 9.5 The appointment of a proxy must be in writing, or such other form approved by the directors, or such usual form. The proxy's appointment will not be valid unless deposited at the office 48 hours before the meeting, or (where the meeting is called with less than 48 hours' notice) not less than 24 hours before the meeting.