

**GENERAL NOTICE**

**THE OFFER AND SALE OF THE TOKENS (AS DEFINED BELOW) DESCRIBED HEREUNDER HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THIS OFFERING IS BEING MADE ONLY TO ACCREDITED INVESTORS (AS DEFINED UNDER THE SECURITIES ACT) IN RELIANCE ON REGULATION D UNDER THE SECURITIES ACT. THE TOKENS MAY NOT BE TRANSFERRED, PLEDGED, OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FEDERAL SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.**

**NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R (“ODB”) (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF EACH OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “RISK FACTORS” SECTION OF THE ASSOCIATED PRIVATE PLACEMENT STATEMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.**

**STRIPE, INC. (“STRIPE”) HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT 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.**

**YOU WILL NOT BE ENTITLED, AS A HOLDER OF TOKENS, TO RECEIVE DIVIDENDS OR VOTE AS A SHAREHOLDER OR BE DEEMED A SHAREHOLDER OF THE ASSOCIATION FOR ANY OTHER PURPOSE, NOR WILL ANYTHING CONTAINED HEREIN BE CONSTRUED TO CONFER UPON YOU, AS SUCH, ANY OF THE RIGHTS OF A SHAREHOLDER 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 TO RECEIVE SUBSCRIPTION RIGHTS OR OTHERWISE.**

**PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM PROVIDED TO YOU IN CONNECTION HERewith, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.**

**CROSSFI CAIN S.R.O. LLC**  
**PRE-LAUNCH TOKEN PRIVATE PURCHASE AGREEMENT**

<b><u>Investment Amount</u></b>	
<i>Purchaser:</i>	
<i>Total Purchase Price:</i>	
<i>Price Per Token:</i>	
<i>Number of eMPX Tokens:</i>	
<b><u>Acquired Tokens</u></b>	<b>eMPX Tokens</b>
<i>Form of Payment:</i>	<p>The Purchase Amount can be paid in US dollars (via wire, ACH, or credit card), Tether (USDT), or USD Coin (USDC). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in Section 2 of the TPA. 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 the Company. Wire fees vary depending on the institution and are the responsibility of the investor, potentially ranging from \$25 to \$75 or more per transaction. Fiat payments will be assessed a 2% ODB fee. Crypto payments do not incur this fee. Notwithstanding the foregoing, if the Purchaser resides in a Restricted Jurisdiction, the Purchase Amount must be paid in U.S. dollars via cash, wire transfer, or credit card (through Stripe). These total expenses are not refunded in the event of a refund of an investment.</p> <p>Purchasers in the Offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction, save any applicable fees. Purchasers will follow instructions for completing payment when making their investment via the platform that is used by ODB (the "ODB Platform") for the benefit of the Offering.</p> <p>The success and completion of this Offering is contingent upon having a minimum of six (6) months of operational runway, calculated based on the Issuer's current and projected expenses. The funds will be returned to investors in the event that the Issuer does not meet this contingency.</p>
<b><u>Effective Date</u></b>	
<b>Purchasers's Wallet for Receiving the Purchase</b>	

<b>Amount</b>	
---------------	--

**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, **CrossFi Cain s.r.o.**, a Czech private company with registered address at Vivoka 532/8, Žižkov, 130 00, Prague 3, Czech Republic (the “**Company**”), hereby issues to the Purchaser, a number of **eMPX Tokens** (as defined below) equal to the Number of **eMPX Tokens** Purchased set forth above, on the conditions and subject to the terms set forth below (the “**Terms**”).

## 1. OFFERING

This Token Purchase Agreement (“**TPA**” or “**Agreement**”) is issued by the Company in connection with the offering (“**Offering**”) of **eMPX Tokens** by the Company via a series of agreements on substantially similar terms to this TPA (collectively, the “**TPAs**”). Purchaser acknowledges that TPAs 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 **eMPX Tokens** herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the **eMPX Tokens** on behalf of an entity (such as its employer), Purchaser represents and warrants that it has the authority to bind such entity to this TPA. In that case, “**Purchaser**” will refer to that legal entity.

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

## 2. OFFER AND SALE

**2.1 Purchase and Sale.** Purchaser hereby agrees to purchase that Number of **eMPX Tokens** 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 TPA for any reason or for no reason. Without limiting any of the foregoing, the valid execution of this TPA 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; and (ii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company may round down the Number of **eMPX Tokens** set forth above to two (2) decimal places.

**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 two 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 TPA and the **eMPX Tokens** in the event that Purchaser does not deliver to the Company its signature page to this TPA or the Total Purchase Price, in each case within three business days of the Effective Date.

**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 as well as compliance with the Terms.

**2.4** 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 Association as defined in Section 2(13) of the Act; any investment Association registered under the Investment Company Act of 1940 or a business development Association as defined in Section 2(a)(48) of that Act; any Small Business Investment Association 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 association, 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 association 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; 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;
- (f) 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
- (g) any entity in which all of the equity owners are accredited investors.
- (h) any entity, of a type not listed in the previous subparagraphs (a), (b), (c), (g), or (h), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (i) 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. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (j), the Commission will consider, among others, the following attributes:

- (A) The certification, designation, or credential arises out of an examination or series of examinations administered by a self regulatory organization or other industry body or is issued by an accredited educational institution;
  - (B) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
  - (C) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
  - (D) An indication that an individual holds the certification or designation is either made publicly available by the relevant self regulatory organization or other industry body or is otherwise independently verifiable
- (j) any natural person who is a "knowledgeable employee," as defined in rule 3c- 5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
  - (k) any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:
    - (A) With assets under management in excess of \$5,000,000,
    - (B) That is not formed for the specific purpose of acquiring the securities offered, and
    - (C) 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; and
  - (l) any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (D) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (A)(iii).

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 TPA and the **eMPX Tokens**, 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 TPA.

**2.5 Form of Payment.** The Company agrees to accept payment for the Total Purchase Price via U.S. dollars (credit card), USD Tether (USDT), or USD Coin (USDC). The Company may elect to accept other methods or forms of payment on an as converted to U.S. dollars basis 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 the Company. Any payment for **eMPX Tokens** must be made in full (partial payments or payments broken into separate transactions will not be accepted). Payment will not be accepted in BTC, ETH, or any other form of payment not listed above. Any payments in unaccepted currencies or other unaccepted methods of transfer will be rejected.

**2.6 Processing of Cryptocurrency Payments.** Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the

Company. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The purchase will also be subject to certain transaction fees, including gas costs or miner fees.

**2.7 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, 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, which are paid to validators on a blockchain network, 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. The ODB administrative fee paid in the original subscription will not be refunded.

### **3. DELIVERY.**

**3.1** In connection with this TPA, the Company, its agents, or its representatives shall deliver to the Purchaser, in full satisfaction of this TPA, the Number of **eMPX Tokens** Purchased set forth above in accordance. For the avoidance of doubt, **eMPX Tokens** will be delivered to Purchaser's Wallet in accordance with the delivery schedule set forth above. The Company will deliver **eMPX Tokens** to the Purchaser's wallet address, and the **eMPX Tokens** will subsequently be released from transfer restrictions in accordance with the Restricted Period set forth above.

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

(m) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the **eMPX Tokens** 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 under the Securities Act);

(n) The Purchaser will provide to the Company, in writing, a compatible wallet address ("Wallet") to which the Purchaser's **eMPX Tokens** will be delivered;

(o) The Purchaser will complete and deliver all AML and KYC forms requested by the Company from time to time, including after the Effective Date; and

(p) 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 then applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

(q) If the Purchaser fails to meet any of the conditions above, the Company may hold the **eMPX Tokens** deliverable until such conditions are met.

**3.3 Lock-up.** In addition to any other restrictions set forth herein and required under applicable law, Purchaser agrees that it will not, at any time, directly or indirectly, transfer any Tokens that have not been delivered to the Purchaser in accordance with EXHIBIT B herein. 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 Tokens.

**3.4 Claiming eMPX.** **eMPX Tokens** that are purchased by you may be claimed by you only. **eMPX Tokens** are not transferable to any blockchain address prior to the Token Integration Event. Prior to the Token Integration Event of any **eMPX Tokens**, you cannot transfer nor attempt to transfer (whether by

assignment, trust, charge, sub-contract, novation or otherwise), **eMPX Tokens** or any part or the whole of your rights, title or interest under these Terms, including your right to claim those **eMPX Tokens**, 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 **eMPX Tokens** to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that **eMPX Tokens** are further transferred (each, a “New Holder”) are each deemed to be bound by these Terms as Contributors for the period of time they hold such **eMPX Tokens**, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of **eMPX Tokens** to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold **eMPX Tokens**. By transferring any **eMPX Tokens**, you assign all your rights, title, and interest under these Terms to the owner of the wallet or address to which you transfer such **eMPX Tokens**.

**3.6 Absolute Ownership.** The owner of the wallet in which any **eMPX Tokens** are held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of such **eMPX Tokens** for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Company nor any other person will be liable for so treating that person as the **eMPX Tokens’** absolute owner.

**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 effectuate the transfer of any **eMPX Tokens**, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the **CrossFi Platform** 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 **eMPX Tokens** which the Company reasonably believes to be unlawful for any reason.

**3.9 Finality of Purchase:** The acquisition of Tokens under this agreement is definitive, with no provisions for refunds or cancellations except as mandated by relevant laws or regulations, as specified herein. The Purchaser acknowledges their legal commitment and irrevocably consents to acquire the specified number of Tokens at the Investment Amount, in accordance with the stipulations of this Agreement.

The Purchaser is obligated to remit the Investment Amount promptly, either through: a) Payment in designated cryptocurrencies, or b) Funds transfer in legal tender to the Company’s bank account.

**3.10 Hot Storage Wallet for eMPX Tokens:** The Purchaser will also specify a hot storage wallet for the reception and management of **eMPX Tokens**, which are characterized by their full liquidity and eligibility for staking. This arrangement allows for the immediate transfer and utilization of the **eMPX Tokens**, which are not subject to any vesting conditions. The hot storage wallet facilitates a high degree of flexibility, enabling the Purchaser to readily access and engage with the **eMPX Tokens** in accordance with the original agreement's terms.

#### **4. DEFINITIONS.**

“**Accredited Investor**” has the meaning ascribed to such terms under Rule 501 of Regulation D.

“**Applicable Exchange Rate**” means the exchange rate of cryptocurrency payments. The exchange rate is determined largely from the cryptocurrency exchanges with which the Company has relationships at the time an invoice is generated for the Purchaser.

“**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 organization.

“**Anti-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, the USA 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.

“**Affiliate**” means with respect to any specified Person, any director, officer, partner, member, agent, advisor 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 the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

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

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

“**Articles of Association**” means the Company’s Memorandum and Articles of Association, as may be amended or restated from time to time.

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

“**Company**” means **CrossFi Cain s.r.o.**, a company incorporated under the laws of the Czech Republic on October 25, 2023, which is the entity initiating the Token Sale and offering the Tokens for purchase in accordance with these T&Cs.

“**Cosmos SDK**” is an open-source framework designed for building multi-asset public Proof-of-Stake (PoS) blockchains. It simplifies the development of custom blockchain applications by providing a comprehensive toolkit that abstracts the complexities of consensus and networking. Key features of the **Cosmos SDK** include its modular architecture, robust security measures, and interoperability with other blockchains via the Inter-Blockchain Communication (IBC) protocol. The SDK supports multiple programming languages, enabling developers to use their preferred language, and includes built-in governance features that allow token holders to participate in decision-making processes. Additionally, it is designed to handle high throughput and fast transaction processing, making it suitable for large-scale applications. The benefits of using the **Cosmos SDK** are significant. Its modularity and pre-built components streamline the blockchain development process, allowing developers to focus on application logic rather than infrastructure. Enhanced security features and a robust consensus mechanism ensure the integrity and reliability of the blockchain. The IBC protocol facilitates seamless cross-chain transactions and interactions, promoting interoperability. Furthermore, the **SDK** is supported by a strong community and a growing ecosystem of interconnected blockchains, providing ample support and resources for developers. Combined with the Tendermint consensus engine, the **Cosmos SDK** offers a powerful framework for creating secure, scalable, and interoperable blockchain applications.



“**CrossFi Cosmos**” is the part of the **CrossFi** blockchain architecture that handles consensus, block production, verification, transaction creation, and new coin emissions. It utilizes the **Tendermint Core**, a Byzantine Fault Tolerant (BFT) consensus engine, and the **Cosmos SDK** to provide a secure, scalable, and efficient blockchain environment. This setup ensures rapid transaction processing, high throughput, and interoperability within a decentralized network.

“**CrossFi Chain**” is a blockchain platform designed to facilitate secure, rapid, and scalable transactions by integrating both **Cosmos** and Ethereum Virtual Machine (**EVM**) technologies. The **Cosmos** component manages consensus, block production, verification, transaction creation, and coin issuance through the **Tendermint Core** and **Cosmos SDK**, ensuring a secure and efficient blockchain environment. Simultaneously, the **EVM** component supports the execution of smart contracts and decentralized applications (DApps) with full compatibility with the Ethereum ecosystem, enabling decentralized finance (DeFi) services, anonymous payments, account abstraction, cross-chain bridges, and instant payment channels, thereby enhancing user experience and expanding the functionality of the **CrossFi Chain**.

“**CrossFi EVM Ecosystem**” means the **CrossFi Chain** and its associated website and services.

“**CrossFi xAPP**” is a decentralized application within the **CrossFi** ecosystem designed to enhance user interaction with blockchain services. It incentivizes users to provide liquidity with **eMPX Tokens** in exchange for **XFI** rewards and trading fees. The **xAPP** supports cross-chain interoperability, allowing **eMPX Tokens** to be bridged between the **Cosmos** and **EVM** networks for staking and trading. It features a user-friendly interface with biometric and two-factor authentication (2FA) for enhanced security and integrates with popular wallets like MetaMask. Additionally, the **xAPP** offers various DeFi services such as lending, borrowing, and staking, providing users with diverse financial opportunities within the **CrossFi ecosystem**.

“**Disqualified Jurisdiction**” means any jurisdiction identified in Schedule 1.

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

“**Effective Date**” means the date of the closing of the offering of Tokens under this Agreement and all other Pre-Launch Token Sale Agreements.

“**eMPX Tokens**” are the **EVM-compatible** version of the Mint Power (**MPX**) tokens used within the **CrossFi** blockchain ecosystem. These tokens enable users to trade, sell, or purchase **MPX** tokens within the Ethereum Virtual Machine (**EVM**) framework, thus facilitating enhanced utility and liquidity.

The primary functions and benefits of **eMPX Tokens** include: Integration with **EVM**: **eMPX Tokens** support smart contracts and decentralized applications (DApps) within the **EVM** layer, expanding their use cases in decentralized finance (DeFi), anonymous payments, and cross-chain transactions.

Staking and Rewards: **eMPX Tokens** can be bridged back to the **Cosmos** network to become eligible for staking rewards, similar to regular **MPX tokens**. Users can also earn rewards by providing **eMPX** liquidity within the **CrossFi xAPP**.

“**EVM**” is the Ethereum Virtual Machine (**EVM**), which is a decentralized computation engine that executes smart contracts on the Ethereum network. It operates as a virtual machine, running across thousands of computers (nodes) participating in the network, ensuring the execution of code exactly as intended. This decentralized nature provides security and reliability to the Ethereum network, enabling the creation and execution of decentralized applications (dApps) and smart contracts.

“**EVMos**” is a scalable, high-throughput Proof-of-Stake (PoS) blockchain that is fully compatible and interoperable with the Ethereum Virtual Machine (**EVM**). Built using the **Cosmos SDK** and running on top of the **CometBFT** consensus engine (a fork of **Tendermint Core**), **EVMos** ensures fast finality, high

transaction throughput, and short block times. It allows users to perform transactions formatted for both **Cosmos** and **EVM**, enabling seamless cross-chain interactions via the Inter-Blockchain Communication (IBC) protocol. Additionally, **EVMos** incorporates a unique fee distribution mechanism, known as the dApp Store, which incentivizes both developers and validators by sharing transaction fees based on network usage. This approach aims to foster an active developer community and ensure fair distribution of rewards within the network (<https://docs.EVMos.org/protocol>).

“**Intellectual Property**” means any right, title or interest, throughout the world, to any patents, rights to inventions, copyright and related rights, moral rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in models, rights in computer software, rights in smart contract, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; Website

“**MPX**” is a unit of computing power in the **CrossFi Chain** required to generate new **XFI** coins on the network. It is also a means of paying transaction fees in the **Cosmos** part of the blockchain.

“**Token Documents**” means the White Paper of the Company and all other documents related to **eMPX Tokens** in more details described in <https://docs.crossfi.org/crossfi-chain/basic-information/introduction> and <https://github.com/crossfichain>.

“**Wallet**” means the Purchaser’s digital (cryptocurrency) wallet for making operations with Tokens.

“**xApp**” is an innovative decentralized application at the forefront of bridging traditional and decentralized finance worlds (DeFi). The xApp is a pivotal component of the **CrossFi** ecosystem, designed to harness the full potential of cross-chain blockchain technology and create a seamless, integrated financial experience. More detailed information can be found via official internet link: <https://docs.crossfi.org/crossfi-xapp/>

“**XFI**” is the primary gas and utility coin within the **CrossFi** blockchain ecosystem. It serves multiple critical functions, enabling and facilitating a wide range of activities and transactions across the **CrossFi platform**.

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

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

“**Platform**” means the **CrossFi Blockchain** and its associated website and services.

“**Token Integration Event**” means the date when the **eMPX Tokens** are initially broadly publicly released by the Company for use on the **CrossFi Platform**, if ever.

“**Token**” means the **eMPX Token**, which is used for governance and utility on the Company Platform.

“**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. COMPANY REPRESENTATIONS AND WARRANTIES

(a) The Company is a next generation digital ecosystem which is in the preliminary phases of developing the **CrossFi Chain**, through which it will issue **CrossFi Tokens (XFI)**. The Company is incorporated, licensed and validly existing and in good standing under the laws of the Czech Republic and has the power to own, lease, and operate its properties and carry on its business as now conducted.

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

(c) The performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) to the knowledge of the Company, violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or profit of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company's corporate approvals; (ii) to the knowledge of the Company, any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Tokens to be delivered pursuant to Section 1(a).

## 6. PURCHASER REPRESENTATIONS

**6.1 Authorization.** The Purchaser has full power and authority to enter into this TPA. This TPA, 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.

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

**6.3 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 purchase of this TPA and of the Tokens 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 Tokens 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 or website.

**6.4 Compliance with Securities, Commodities, & Other Laws.** The Purchaser understands that the Tokens have 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 Tokens 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 Tokens 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 Tokens 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 Tokens 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 Tokens, 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 any Affiliate is licensed as a money transmitter ("MT") or a money services business ("MSB"). If the Company or any Affiliate were 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 Platform, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Company's costs in creating and facilitating transactions in the Tokens. It could also lead to the termination of the Tokens. Further, a regulator could take action against the Company or any Affiliate if it views the Tokens and the Network as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Company to cease operations.

**NO PUBLIC MARKET. THE PURCHASER UNDERSTANDS THAT NO PUBLIC MARKET NOW EXISTS FOR THE TOKENS; THAT THE COMPANY HAS MADE NO ASSURANCES THAT A PUBLIC MARKET WILL EVER EXIST FOR THE TOKENS; AND THAT THE COMPANY IS UNDER NO ANY OBLIGATION TO REGISTER OR QUALIFY THE TOKENS FOR RESALE UNDER THE LAWS OF ANY GOVERNMENTAL AUTHORITY.**

**ACCREDITED INVESTOR. PURCHASER STATES THAT HE OR SHE 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.**

**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 ANY 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.**

**LEGENDS. THE PURCHASER UNDERSTANDS THAT THE TOKENS 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 TOKENS REPRESENTED BY THE CERTIFICATE SO LEGENDED, AND (B):**

**THE FOLLOWING LEGEND (AND EVEN WITHOUT SUCH LEGEND THE FOLLOWING RESTRICTIONS APPLY):**

**THIS SECURITY (I.E., THE TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “eMPX TOKENS”) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT IT IS AN “ACCREDITED INVESTOR” (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT). HEDGING TRANSACTIONS INVOLVING THE eMPX TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.**

**REGULATION D ONLY (THE “REGULATION D LEGEND”): THE HOLDER OF ANY eMPX TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH eMPX TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE eMPX TOKENS (THE “RESALE RESTRICTION TERMINATION DATE”), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION.**

**THE HOLDER OF THIS TOKEN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION**

**UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.**

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 Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this TPA, the Company may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.

#### **6.5 Waiver of Warranties; Assumption of Risks.**

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 THEIR FINANCIAL CONDITION.

Purchaser acknowledges that it has carefully read and reviewed the Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risks that (i) the technology and economic models associated with the Company's technology will not function as intended; (ii) the Company's technology will fail to attract sufficient interest from developers; (iii) the Company's technology may not be fully developed and may never be released, (iv) the Company and/or third parties involved in the development of the Company's technology may be subject to investigation and punitive actions from Governmental Authorities, and (v) those other risks as detailed in that certain Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands and expressly accepts that the 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 TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, 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 TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS. IN DECIDING TO PURCHASE THE TOKENS, YOU ARE NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE COMPANY, ODB OR ANY OTHER THIRD-PARTY, AND YOU HAVE MADE YOUR OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE TOKENS IS SUITABLE AND APPROPRIATE FOR YOU.

**6.6 Other Applicable Law.** Purchaser represents that they are satisfied as to the full observance of the laws of their jurisdiction in connection with the purchase of the Tokens, including (a) the legal requirements within the Purchaser's jurisdiction for the purchase of the Tokens, (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 Tokens. The Purchaser's purchase and payment for and continued beneficial ownership of the Tokens will not violate any applicable laws of the Purchaser's jurisdiction.

**6.7 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.

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

(a) 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").

(b) 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 Anti-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.

(c) 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 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.

**6.9 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 Anti-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 their part to comply with this Section 5.12 would allow the Company to terminate this TPA and require the forfeiture of any Tokens previously delivered to the Purchaser.

**6.10 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.

**6.11 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.

**6.12 Taxes.** 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.

**6.13 Additional Warranties.**

(i) The acceptance of these Terms 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;

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

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

(iii) Purchaser has obtained sufficient information about the potential future utility of **eMPX Tokens** to make an informed decision to participate in the Token Sale pursuant to these Terms;

(iv) Purchaser understands that **eMPX Tokens** confers only a limited potential future right or expectation to use and interact with the Company’s Platform as more particularly described on the



Company's Platform, and that **eMPX Tokens** confer no other rights of any kind with respect to the Company and/or the Company Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

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

(vi) If you are making a contribution for the acquisition of **eMPX Tokens** 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;

(vii) If you are making a contribution for the purchase of **eMPX Tokens** for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Purchaser", "your" or "you" is a reference to the entity or person on whose behalf you are authorized to make a contribution);

(viii) You are making a contribution for the purchase of **eMPX Tokens** to potentially use and interact with the Company Platform at a future point in time. You are not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

## **7. DISCLAIMER. LIMITATION OF LIABILITY**

**7.1** The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, in each case, for any failure or delay in fulfilling or performing its obligations under Section 1, if and to the extent that such failure or delay is caused by, or results from, acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (iv) applicable law or regulations; (v) action by any governmental authority; (vi) cyber-attacks, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing and similar events; or (vii) technological changes not within the control of the Company (including changes imposed by platforms or networks related to the Tokens and the Network).

**7.2** THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

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

## 8. DISCLAIMERS

**8.1 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 an **EVM-compatible** wallet for the receipt of the Tokens, 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.

**8.2 Smart Contract.** The Company will exercise reasonable endeavors to have its smart contract technology audited and approved by technical experts with regard to both accuracy and security of the underlying code. However, smart contract technology is still in an early stage of development and its application 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 smart contract technology, 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 smart contract technology and/or **eMPX Tokens** are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses, or bugs which could cause, inter alia, the complete loss of USDC and USDT contributions and/or **eMPX Tokens**.

**8.3 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, ATTORNEY 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.

**8.4 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 TPA 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 TPA 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.

**8.5 Class Action Waiver.** Any claim or dispute arising under this TPA 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 TPA 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 TPA.

## 9. MISCELLANEOUS

**9.1 Entire Agreement.** This TPA 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 TPA is one of a series of similar agreements entered into by the Company from time to time. Any provision of this TPA 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 TPAs 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.

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

**9.3 Refunds.** If there is no Token Integration Event on or before September 5, 2024 (the “Deadline Date”), the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable TPA (the “Returned Purchase Amount”), as soon as reasonably practicable after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the Deadline Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the TPA Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount.

**9.4 No Rights as Stockholder.** The Purchaser is not entitled, as a holder of this TPA, or the Tokens, to vote or receive dividends or be deemed an equity holder of the Company for any purpose, 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.

**9.5 Transfers and Assigns.** Neither this TPA 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 TPA without the consent of the Purchaser

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

**9.7 Governing Law.** This TPA and any action related thereto will be governed by the laws of the Czech Republic. All disputes arising from the present contract and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.

**9.8 Dispute Process for Consumers.** If you are a Consumer, you and the Company each irrevocably submit with respect to any Dispute arising out of or related to these Terms to the nonexclusive jurisdiction of the Czech courts.

**9.9 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 the Company or are necessary for the Company, upon the advice of counsel, to carry out the provisions of this TPA and give effect to the transactions contemplated hereby, including, without limitation, to enable the Company to register the Tokens, to enable the Tokens to qualify for or maintain an exemption from registration (to the extent any such exemptions are available), to comply with Anti-Money Laundering Laws, or to otherwise complete the transactions contemplated hereby and to comply with applicable laws as then in effect.

**9.10 Right of Withdrawal.** The Purchaser acknowledges that no general right of withdrawal exists under this TPA, nor is one intended to be created, or created, by these Terms.

**9.11 Personal Data.** Pursuant to compliance with applicable laws, the Company may request such information from time to time such as a) your identity; b) your address; c) the source of your wealth; d) the source of funds used for the purposes of purchasing **eMPX Tokens**; and/or e) any other documents or data from which you can be identified (together, your “Personal Data”). By accepting these Terms, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law. We will process your Personal Data in accordance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and the Czech Act No. 110/2019 Coll., on the Processing of Personal Data, as well as US Federal Data Protection and Privacy Regulations (together, “Data Protection Regulations”). You agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

**9.12** the purchase of **eMPX Tokens** and the processing of transactions related to the Token Sale pursuant to these Terms;

- (a) providing you with information about us and our range of services;
- (b) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- (c) management of enquiries and complaints;
- (d) opening, maintaining or operating a bank account in the Company’s name;
- (e) resolving any Disputes with you;
- (f) producing summary information for statistical, regulatory and audit purposes; and/or
- (g) any other reasonable purposes in accordance with applicable law.

**9.13** Under the Data Protection Regulations, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights. You agree that we may, for the purposes set out in this clause, permit the transfer of your Personal Data to any jurisdiction with an adequate level of data protection, and that by accepting these Terms you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

**9.14 Force Majeure.** Without limitation of anything else in this TPA, the Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this TPA, 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: (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 Agreement to be duly executed and delivered as of the date first written above.

**Executed by the Company**

**CROSSFI CAIN S.R.O. LLC**

**Acting by:**

**Name:**

Aleksandr Mamasidikov

**Title:**

Chief Executive Officer

**Signature:**

\_\_\_\_\_

**Executed by Purchaser**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

## EXHIBIT A

### TOKEN PURCHASER ELIGIBILITY CRITERIA AND REPRESENTATIONS

#### General Requirements:

#### **2. THE PURCHASER OF THE TOKENS REPRESENTS AND WARRANTS AS FOLLOWS:**

**2.1 Legal Capacity:** The Purchaser affirms that they possess the legal capacity and authority to enter into this Agreement, to execute and deliver all necessary documents, and to perform the obligations herein stipulated. This Agreement constitutes a legally binding obligation, enforceable against the Purchaser in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

**2.2 Compliance with Laws:** The Purchaser guarantees that the execution, delivery, and performance of this Agreement do not and will not violate any law, regulation, order, or decree to which the Purchaser is subject.

**2.3 Investment Intent:** The Purchaser declares that the investment in Tokens is made for their own account, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof. The Purchaser acknowledges that they are aware of the speculative nature of this investment and of the financial risks involved, and they are able, without impairing their financial condition, to hold the Tokens for an indefinite period of time and to suffer a complete loss of their investment.

**2.4 Source of Funds:** The Purchaser certifies that the funds used to fulfil the investment under this Agreement are not derived from, and will not be used to promote, any unlawful activities, including but not limited to money laundering or terrorist financing.

#### **3. REQUIREMENTS FOR TOKENS RECEIVED FOR PURCHASER'S OWN ACCOUNT OR BY SUBSEQUENT TRANSFEREES:**

The following shall be non-exclusive eligibility requirements for the receipt of Tokens, and Purchaser represents and warrants with respect to such Tokens as follows:

**3.1** Purchaser has such knowledge and experience in financial and business matters such that Purchaser is capable of evaluating the merits and risks of the receipt of Tokens and by reason of Purchaser's own business and financial experience has the capacity to protect its own interests regarding this Agreement and receipt of Tokens thereunder.

**3.2** Purchaser has the ability to bear the economic risk of their purchase or investment associated with Tokens, and Purchaser can hold the Tokens indefinitely and could afford a complete loss on the Tokens.

**3.3** Purchaser has obtained and reviewed all information about the Company and Tokens that Purchaser desires and which Purchaser feels is necessary to enable him to recognize and evaluate the merits and risks of their purchase or investment associated with the Tokens.

**3.4** The Purchaser is an "accredited investors" (as defined in Rule 501 of Regulation D promulgated under the Securities Act ("Regulation D")) in the United States in compliance with Rule 506(c) of Regulation D.

**3.5** Tokens are being acquired and will be held by Purchaser for personal investment or use, Purchaser is not a distributor or a dealer, and Purchaser has no present intention of distributing the Tokens or any interest therein to others.

#### 4. TRANSFER RESTRICTIONS:

Purchaser further represents and warrants as follows:

**4.1** Purchaser acknowledges and agrees that (i) the transfer restrictions applicable to Tokens set forth herein are binding upon subsequent transferees, except for transferees pursuant to an effective registration statement under the applicable laws, and that Purchaser shall inform any subsequent transferee of the transfer restrictions applicable to Tokens set forth in this Agreement and the rights and obligations applicable to a holder of the Token and the Company; (ii) any person to whom a subsequent transferee transfers will, in turn, be subject to applicable re-transfer restrictions depending upon the manner of any such transfer and therefore Purchaser will require each transferee to inform subsequent transferees of the transfer restrictions applicable to Tokens and require such subsequent transferees to do the same; and (iii) transfer restrictions applicable to Tokens are also applicable to interest in the Tokens or a hedge transaction associated with the Tokens and all references within this Agreement to transfer restrictions shall be construed accordingly.

**4.2** Purchaser acknowledges and agrees to the following transfer restrictions:

Tokens will be issued only following the Company's acceptance of a TPA.

Tokens issued to U.S. persons are not transferable for at least one (1) year from the Expiration Date.

After one (1) year from the Expiration Date, peer-to-peer transfers and transfers over third-party exchanges that the Company has designated for trading of Tokens may be permitted if the Company authorizes peer-to-peer transfer and so notifies the Purchaser of any applicable conditions. The Company plans to authorize peer-to-peer transfers as long as a sufficient process can be established to verify the identity of subsequent Token Holders in order to ensure compliance with anti-money laundering and the Office of Foreign Assets Control of the United States Department of the Treasury ("*OFAC*") regulations, procedures, requirements, directives and rules; the DGCL; and other applicable law (*e.g.*, through the appointment of an SEC-registered transfer agent). There is no guarantee that the Company will be able to establish such procedures and authorize peer-to-peer transfers.

**4.3.** Purchaser acknowledges and is aware that the Company shall refuse to permit any transfer of Tokens not made in accordance with the applicable regulations or registration requirements, and that any transfer made in violation of the provisions applicable to transfer in this Agreement will be null and void and the Company will not recognize any such attempted transfer.

#### 5. OTHER REPRESENTATIONS:

Purchaser further represents and warrants as follows:

**5.1** The Purchaser understands that the Company is not licensed as a money transmitter ("*MT*") or a money services business ("*MSB*"). If the Company was deemed to be an *MT* and/or *MSB*, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Network, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Company's costs in creating and facilitating transactions in the Tokens. It could lead to the termination of the Tokens. Further, a regulator could take action against the Company if it views the Tokens and the Network as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Company to cease operations.

**5.2** The Purchaser understands that the Tokens are non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation from the Company or any Affiliates.



**5.3** The Purchaser and their Affiliates shall comply at all times with all laws, statutes and regulations relating to anti-money laundering, countering the financing of terrorism, sanctions, anti-bribery and anti-corruption under all laws applicable to it or them (as the case may be).

**5.4** The Purchaser has read and understands the risk factors attached hereto as EXHIBIT B of the Agreement (the “Risk Factors”).

**5.5** The Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication. The Purchaser represents that it has adequate information on which to base its decision to purchase Tokens through this Agreement. The Purchaser acknowledges that such potential changes may be significant and understands that the Token Documents and Terms of Use shall be determined by the Company in its sole and absolute discretion and will be binding on the Purchaser regardless of the extent, nature or impact of such changes.

**5.6** The Purchaser understands that no federal or state agency or any other governmental authority has passed on or made any recommendation or endorsement of this Agreement or the Tokens or the fairness or suitability of this investment, nor has any governmental authority passed upon or endorsed the merits of this offering.

**5.7** The Purchaser’s entry into this Agreement complies with applicable laws and regulations in the Purchaser’s jurisdiction.

**5.8** The Purchaser understands that the Purchaser bears sole responsibility for any tax obligations of the Purchaser as a result of the matters and transactions that are the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the delivery of Tokens to the Purchaser pursuant to this Agreement) associated with or arising from the Purchaser’s purchase of Tokens hereunder, or the use or ownership of Tokens.

**5.9** The Purchaser is not a “Prohibited Person”, meaning that the Purchaser is not (i) 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 Tokens directly from the Company; a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of a Prohibited Jurisdiction (irrespective of whether use of a virtual private network or other technical workaround to effect such transaction and avoid detection within a Prohibited Jurisdiction); (c) an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce’s denied persons or entity list, the United States Department of Treasury’s specially designated nationals or blocked persons lists, the United States Department of State’s debarred parties list, the consolidated sanctions list maintained by the United States Department of Treasury’s Office of Foreign Assets Control any United Nations Security Council sanctions lists or any other sanctions list; (d) a Person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority; (e) a Person acting, directly or indirectly, in contravention of any Applicable Law; (f) a Person in any manner limited or prohibited (or that requires licensing, registration or approval of any kind) from the purchasing, possessing, transferring, using or otherwise conducting a transaction involving any amount of Tokens under Applicable Law; (g) 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 Applicable Law; or (h) a Person that is, unless otherwise disclosed in writing to the Company prior to Your taking part

in the Token Sale or acquiring Tokens from any third party, 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.

**5.10** The Purchaser will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction.

**5.11** By agreeing to this Agreement, the Purchaser consents to the disclosure by or on behalf of the Company of any information about the Purchaser to regulators and others upon request in connection with money laundering and similar matters.

**5.12** The funds, including any fiat currency, virtual currency or other cryptographic token, that Purchaser uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use Tokens to finance, engage in, or otherwise support any unlawful activities. All payments by Purchaser under this Agreement will be made only in Purchaser’s name, from a digital wallet or bank account held in Purchaser’s name and under Purchaser’s control.

**5.13** The Purchaser is responsible for implementing reasonable measures for securing Purchaser’s wallet, vault or other storage mechanism used to receive and hold Tokens purchased under this Agreement, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the private key(s) or other access credentials are lost, the Purchaser may lose access to the Tokens. The Company is not responsible for any such losses.

## EXHIBIT B

### RISK FACTORS

A purchase of the Tokens involves a high degree of risk. You should carefully consider the risks and uncertainties described below before deciding to purchase the Tokens. The occurrence of any of the following risks could result in you losing all or part of your Investment amount.

#### Business Risks

##### *Risks Associated with the Token Purchase Agreements*

This investment is extremely risky and is not an appropriate investment for every Purchaser eligible to participate. The Company does not warrant the offering's suitability for any particular Purchaser. The Company is in the earliest stages of planning and developing its products. Consequently, many details about the Company's products, development strategy, and business model are not known, are uncertain, and are subject to change, with or without notice to you. Each Purchaser should review these Risk Factors, the Pre-Launch Token Sale Agreement and any other information provided to Purchasers as part of this offering (collectively, the "**Offering Materials**") carefully; however, many details in the Offering Materials may change, and in some circumstances, quite significantly. Potential Purchasers should not participate in the offering unless they are able to bear a total and complete loss of their investment. Purchasers should ask the Company questions about the offering and should not participate in the offering until they have received answers that are satisfactory to them. Potential Purchasers should seek out independent accounting, financial, legal, and tax advice before participating in the offering.

Until a potential Purchaser's Pre-Launch Token Sale Agreement has been accepted by the Company, potential Purchasers are under no obligation to participate in the offering. Because the Tokens and Network are still in development, many of the terms associated with them may change, and additional terms may apply. There is no guarantee that the Tokens or Network will develop as planned. Purchasers who are considering executing a Pre-Launch Token Sale Agreement should not rely on the terms for the Tokens or the Network described in the Offering Materials as being a promise or guarantee.

##### *Risks Related to Management*

The Company has little to no performance or operational record with cryptoassets, and the Company is in the earliest stages of planning and developing its products. Consequently, many details about the Company's products, development strategy, and business model are not known, are uncertain, and are subject to change. By participating in the offering, Purchasers are relying completely on management and key employees for the successful development and operation of the Tokens and Network.

In addition, the Company operates at the conjunction of several highly competitive industries, including software development and crypto-assets, and its ability to compete in these industries, and to scale its operations to the extent necessary, depends upon its ability to attract, motivate, train, and retain highly qualified managerial and development personnel. Competition for skilled personnel is intense and the turnover rate can be high, which may limit the Company's ability to hire and retain highly qualified personnel on acceptable terms or at all. The Company also anticipates that its employees will be employed on an at-will basis, which means that any of its employees could leave its employment at any time, with or without notice. To induce valuable employees to remain at the Company, the Company may opt to use Tokens as a form of compensation or bonus; however, the value of the Tokens may fluctuate significantly due to factors that are within or beyond the Company's control and which are described further in these Risk Factors. For these and other reasons, valuable employees may leave the Company due to more lucrative offers from other companies. In addition, the Company does not maintain "key man" insurance policies on the lives of its management or its other employees. The loss of the services of any of members of its management or other key employees or the Company's inability to find suitable replacements, or to

recruit a sufficient number of qualified personnel to scale its operations, due to the foregoing factors or any other factors, could result in delays in development of the Network, harm the Network, and adversely affect the future value and utility of any Tokens Purchasers hold.

*Risks Relating to the Further Development and Acceptance of Blockchain Technology and Cryptographic Tokens*

The growth of the blockchain industry in general and cryptographic tokens in particular is subject to a high degree of uncertainty. The factors affecting the foregoing include, without limitation:

- (i) Worldwide growth in the adoption and use of blockchain technologies and cryptographic tokens;
- (ii) Government and quasi-government regulation of blockchain technologies and cryptographic tokens;
- (iii) The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets, including new means of using fiat currencies;
- (iv) General economic conditions;
- (v) A decline in the popularity or acceptance of cryptographic tokens.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain technologies and cryptographic tokens may deter or delay the acceptance and adoption of the Network and the Tokens.

*Risks Associated with the Development and Launch of the Tokens*

The Tokens have not yet been developed and their development will require significant capital, the expertise of the Company's management and substantial time and effort by skilled developers and other parties. The Company may not retain the services of developers with the technical skills and expertise needed to successfully develop the Tokens and progress the Tokens to a successful launch. In addition, even if the Tokens are successfully developed and launched, there can be no assurance that the Tokens will

function as intended or that the Tokens will be useful long-term on the Application. Changes to the features and specifications of the Tokens and the Company's plans t

o distribute the Tokens (including the total Token supply, the initial circulating Token Supply and initial Token allocations to various parties) may be made for any number of reasons. There can be no assurance that the Network will function as currently planned or that the Tokens will be launched according to the Company's current plans.

The Company plans to incorporate various technology solutions into the Application at the same time it introduces the Tokens into the Network. Some or all of these technology solutions may be new and/or relatively untested. There is significant risk to building and implementing such new technologies that may have never been used, or that are being used in different ways. There is no guarantee that such technologies will operate as intended or will be launched according to the Company's current plans.

Additionally, the Company may change its plans for issuing the Tokens for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Company ceases operations, agrees to assign its assets and liabilities to a third party for the benefit of creditors in the case of insolvency, or engages in a liquidation or winding up, it may never issue the Tokens.

*Risks Associated with a Lack of Interest in the Tokens*

It is possible that the Tokens will not be used by a large number of individuals, companies and other entities and/or that there will be limited public interest in the creation and development of blockchain-based products, services and ecosystems (such as the Application or Tokens) more generally or applications to be used on or in connection with the Network, such as the Application. Such a lack of use or interest could negatively affect the development and use of the Application and the potential utility of the Tokens.

#### *Technical Risks Associated with the Network*

The Network may include coding errors or otherwise not function as intended, which may negatively affect the Network generally, the Application specifically, and the functionality of the Tokens. Upgrades to the Network after it launches, a hard fork in the Blockchain or a change in how transactions are confirmed on the Blockchain may have unintended adverse effects on the Tokens. As a result, any such coding errors or unintended functionalities in the Network and their corresponding effect on the Tokens may remain unresolved.

#### *Risk that Technology is Superseded or Replicated*

There can be no assurance that the Blockchain and related technology being proposed to underpin the use of the Tokens on the Network will not be supplanted by competing protocols that improve upon, or fully replace, the Blockchain. It is not known whether the Blockchain on which the Tokens are built will become the predominant protocol adopted globally by the industry. If the Blockchain is surpassed or superseded, usage of the Tokens and adoption may decline. The source code on which the Token is based may be available as open-source, meaning that anyone can copy and disseminate the Tokens' source code either in the same form or with modifications as a "fork."

#### *Risk of Competing Ecosystems*

It is possible that alternative ecosystems could be established that utilize the same open-source code and protocol underlying the Blockchain and attempt to facilitate services that are materially similar to those provided by the Blockchain. The Blockchain may compete with these alternatives, which could negatively impact the Tokens, including the utility of the Tokens.

#### *Risk of Migration to New Blockchain and/or Token*

It is possible that the Company may in the future allow or require users of the Network to migrate their Tokens to another blockchain and/or upgrade their Token into a new digital asset. The Company may choose to do so for numerous reasons, including, without limitation, to address regulatory requirements, due to technological constraints, because of restrictions or failures arising from the existing blockchain, to minimize transaction costs to users, or to enable the Company to incorporate new features into the Network. There can be no assurance that the migration to a new blockchain will be successful or that the Token will retain the same features and functionality if the holder chooses not to migrate their Token to the new blockchain.

### **Regulatory and Legal Risks**

#### *Uncertain Regulatory Framework*

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively affect the Tokens in various ways, including, for example, through a determination that the Tokens are regulated financial instruments that require registration or licensing of those instruments or some or all of the parties involved in the sale, purchase and delivery thereof. The Company may cease the distribution of Tokens, cease

development in connection with the Network, cease use of the Network, or cease operations in a specific jurisdiction in the event that governmental authority, regulatory actions, changes to law or regulations, or other actions make such distribution, development and/or operations unlawful or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### *Legal and Regulatory Factors Relating to the Company's Business Model Might Present Barriers to Success*

The Tokens will operate in a new and developing legal and regulatory environment. The established body of law, regulations, and court decisions concerning blockchain technologies and smart contracts is nascent, and the law regarding cryptographic tokens is developing. As a result, it is possible that there could be legal disputes over the interpretation of smart contracts used in connection with the Network or Tokens, thus undermining the functionality of the Network and the Tokens. To the extent licenses or other authorizations are required in one or more jurisdictions in which the Company operates or will operate, there is no guarantee that the Company will be granted such licenses or authorizations. The Company may need to change its business model, and therefore modify the proposed use of the Network and the Tokens to comply with these licensing and/or registration requirements (or any other legal or regulatory requirements) in order to avoid violating applicable laws or regulations or because of the cost of such compliance.

#### *Risks of Government and Private Actions*

The market for cryptographic tokens and blockchain technologies is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company, or enact regulations or pursue enforcement actions against the Company, which may result in curtailment of, or inability to operate, the Application or Tokens as intended, or judgments, settlements, fines or penalties against the Company. In addition, non-governmental parties may bring private legal actions against the Company, either individually or as a class, which may result in curtailment of, or inability to operate, the Application or Tokens as intended, or judgments, settlements, fines or penalties against the Company.

#### *Risks Associated with Intellectual Property Matters*

The Company does not currently hold any issued patents and, thus, would not be entitled to exclude or prevent other entities from replicating its technology, methods and processes. While the Company enters into confidentiality and invention assignment agreements with its developers, no assurance can be given that these agreements will be effective in controlling access to the Company's proprietary information and trade secrets. The confidentiality agreements on which the Company relies to protect certain technologies may be breached, may not be adequate to protect its confidential information, trade secrets and proprietary technologies and may not provide an adequate remedy in the event of unauthorized use or disclosure of its confidential information, trade secrets or proprietary technology. Further, these agreements do not prevent the Company's competitors or others from independently developing technology that is substantially equivalent or superior to their technology. In addition, others may independently discover the Company's trade secrets and confidential information, and in such cases, the Company likely would not be able to assert any trade secret rights against such parties.

Although the Company does not believe that the technology, processes and methods relating to the Application or Tokens have been patented by any third party, it is possible that patents have been issued to third parties that cover all or a portion of the Application or Tokens. Patent holders or other intellectual property owners may assert that the Company's methods or practices infringe, misappropriate or otherwise violate their intellectual property or other proprietary rights. Any such claims, regardless of merit, could result in substantial expenses, divert the attention of management or materially disrupt the operation of the Application or Tokens, including through awarded injunctive relief.

#### **Other Risks**

### *Risks of Losing Access to the Tokens*

When delivered, the Tokens received by you may be held in a digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of the private key(s) associated with your digital wallet or vault storing the Tokens will result in the loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your Tokens. The Company is not responsible for any such losses.

In addition, any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures set forth for buying and receiving Tokens, may also result in the loss of your Tokens.

### *Risks Associated with the Blockchain Protocol*

Because the Tokens and the Network are based on the Blockchain's protocol, any malfunction, breakdown or abandonment of the Blockchain protocol may have a material adverse effect on the Tokens or the Network. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Network, including the utility of the Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Blockchain's protocol.

### *Risks of Hacking and Security Weakness*

The Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Network or with the Tokens in a variety of ways, including but not limited to malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Tokens may be released as open-source software, hackers or other individuals may uncover and exploit intentional or unintentional bugs or weaknesses in Tokens which may negatively affect the Network and the Tokens, including the utility of the Tokens. Hackers or other malicious groups of organizations may also attempt to get access to private keys or other access credentials of any wallet, vault, or other storage mechanism used to receive and hold the Tokens which would result in the loss of your Tokens or the loss of your ability to access or control your Tokens.

### *Risks of Uninsured Losses*

Unlike bank accounts or accounts at some other financial institutions, the Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by the Company, to offer recourse to you.

### *Risks Associated with The Sale and Purchase of the Tokens*

The Tokens are intended to be used by users of the Application. The Tokens are not investment products. There should be no expectation of future profit or gain from the purchase or sale of the Tokens. The Tokens do not represent (i) any equity or other ownership interest in the Company, (ii) any rights to dividends or other distribution rights from the Company, or (iii) any governance rights in the Company or Tokens.

Public policy towards selling cryptographic tokens is evolving, and it is conceivable that regulators may in the future seek to broaden the scope of regulation applicable to the sale of cryptographic tokens. If the offer and sale of the Tokens becomes subject to registration, prospectus or licensing requirements in a particular jurisdiction, the Company may be found liable if it has not complied with the applicable registration, prospectus or licensing requirements, and the market for the Tokens may be adversely affected. There are also other risks of participating in any purchase of cryptographic tokens, including volatility in cryptographic token markets, the possibility of increasing regulation of cryptographic token

exchange, the potential for a post facto government investigation of a sale of cryptographic tokens, among other risks.

#### *Risk of Price Volatility*

The prices of cryptographic tokens have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. Several factors may influence the market price of the Tokens, including, but not limited to:

- (i) Global supply of cryptographic tokens, both with respect to the number of different cryptographic tokens and the supply of each individual cryptographic token;
- (ii) Global demand for cryptographic tokens, which can be influenced by the growth of acceptance of cryptographic tokens as payment for goods and services, the security of online cryptographic token exchanges and digital wallets that hold cryptographic tokens, the perception that the use and holding of cryptographic tokens is safe and secure, and the regulatory restrictions on their use;
- (iii) Changes in software, software requirements or hardware requirements underlying blockchain technologies;
- (iv) Fiat currency withdrawal and deposit policies of cryptographic token exchanges on which cryptographic tokens may be traded and liquidity on such exchanges;
- (v) Interruptions in service from or failures of major cryptographic token exchanges;
- (vi) Investment and trading activities of large investors, including private and registered funds, that may directly or indirectly invest in cryptographic tokens;
- (vii) Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- (viii) Regulatory measures, if any, that affect the use of cryptographic tokens.

A decrease in the price of a single cryptographic token may cause volatility in the entire cryptographic token industry and may affect other cryptographic tokens, including the Tokens. For example, a security breach that affects investor or user confidence in Bitcoin or Ethereum may affect the industry as a whole and may also cause the price of the Tokens and other cryptographic tokens to fluctuate.

The volatility and unpredictability of the price of crypto-assets, including the Tokens, relative to fiat and other currency may result in significant loss over a short period of time. In addition, the value of the Tokens may be derived from the continued willingness of market participants to exchange fiat and other currency for the Tokens, which may result in the potential for permanent and total loss of value of the Tokens should the market for them disappear.

In the absence of such pricing, the price of the Tokens may be limited to what a purchaser is willing to pay in a privately negotiated, arms-length transaction. The Company is under no obligation to provide any Token valuations to Purchasers.

#### *Risks Associated with the Use of Proceeds*

There is no restriction on the Company's use of the proceeds paid by the Purchaser except as set forth in the Agreement and there is no restriction on the Company's ability to transfer those funds to, or make payments for the benefit of, its affiliates, including as compensation to the Company's directors, officers and employees. There can be no assurance that the Company will have sufficient funds to make repayment of any Refund Amount (as defined in the Agreement) as and when required under the terms of the Agreement.



### *Taxation Risks*

The tax characterization of the Tokens is uncertain, and you must seek your own tax advice in all jurisdictions relevant to you in connection with your purchase of the Tokens. A purchase of the Tokens may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements. It is also possible that the proceeds to the Company would be subject to significant amounts of income and/or withholding taxes. Further, the use of the Tokens as a form of currency may or may not be subject to income taxes, capital gains taxes, value added, sales or use taxes or other forms of taxes. The uncertainty in the tax treatment of the Tokens and transactions in the Tokens may expose subscribers, prospective purchasers and the Company alike to unforeseen future tax consequences associated with the purchase, ownership, sale or other use of the Tokens.

### *Capital Control Risks*

Many jurisdictions impose strict controls on the cross-border flow of capital. Holders of the Tokens may be subject to these regulations.

### *Countering the Financing of Terrorism (“CFT”) and Anti-Money Laundering (“AML”) Regulations*

Many countries have implemented laws and regulations to combat terrorist financing and money-laundering activities, including laws and regulations directed at controlling the flow of capital for such illicit activities. In the event that licenses, registrations or other authorizations are required under applicable CFT and/or AML regulations to operate or use the Network or Tokens, there is no guarantee that the Company will be able to successfully obtain such licenses, registrations or authorizations. In addition, any illicit use of the Tokens by bad actors could breach such regulations and seriously impact the global reputation of the Network or Tokens. In such an event, it is conceivable that this could trigger scrutiny by CFT and AML regulators and potentially cause significant disruption to the distribution and circulation of the Tokens.

### *Unanticipated Risks*

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included herein there are potentially other unanticipated risks associated with the purchase, possession, and use of the Tokens. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.

## EXHIBIT C

### ANTI-MONEY LAUNDERING & COUNTER FINANCING OF TERRORISM (“AML/CFT”)

#### ADDITIONAL REPRESENTATIONS & WARRANTIES FOR NON-U.S. PURCHASERS

The Purchaser accepts, agrees with, undertakes, represents and warrants to the Company, (with the intent that the provisions of this clause shall continue to have full force and effect until the termination of this Agreement) as follows:

**Verification of Identity.** That the Purchaser acknowledges that, in order to comply with measures aimed at the prevention of money laundering and terrorism financing, the Company and/or any of its delegates or agents, may require verification of the identity of the Purchaser and the source of the Purchaser’s purchase monies. The Purchaser undertakes to provide: (i) such information and documentation as the Company and/or any of its delegates or agents may request to verify any information about the Purchaser in compliance with applicable anti-money laundering laws and regulations; and (ii) any further information and documentation as the Company and/or any of its delegates or agents may request from time to time to ensure ongoing compliance with applicable laws and regulations, or any other related policies, best practice guidelines and regulations as implemented by the Company at its sole discretion, from time to time. The Purchaser acknowledges that, apart from distribution of any Refund Amount, as applicable, neither the Company nor any of its delegates or agents shall be liable for any loss arising as a result of a failure to distribute Tokens to the Purchaser if such information and documentation as has been requested has not been provided by the Purchaser.

**Prohibited Purchasers.** That the Purchaser understands and agrees that the Company prohibits the purchase of the Pre-Launch Token Sale Agreement (the “**Agreement**”) by any persons or entities that are acting, whether directly or indirectly: (i) in contravention of any U.S., other national, international or other money laundering regulations or conventions; or (ii) on behalf of terrorists, terrorist organizations or other high-risk entities, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization for Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Profit Service, Financial Crimes Enforcement Network (“**FinCEN**”), the Office of Foreign Assets Control (“**OFAC**”), countries listed by Transparency International ([www.transparency.org](http://www.transparency.org)) as being vulnerable to corruption, or any country or organization, all as may be amended from time to time; (iii) for a senior foreign political figure, any member of a senior foreign political figure’s immediate family or any close associate of a senior foreign political figures; or (iv) for a foreign shell bank (each of (i) to (iv) a “**Prohibited Purchaser**”), in each case unless the Company, after being specifically notified by the Purchaser in writing that the Purchaser may be a Prohibited Purchaser, conducts further enhanced due diligence, and performs appropriate verification checks on the Purchaser to ensure their legitimacy and reliability, and determines that such investment shall be permitted;

**Purchaser is Not a Prohibited Purchaser.** That the Purchaser is not a Prohibited Purchaser, that the Purchaser is not a Prohibited Purchaser in any future purchase of this Agreement, and that the Purchaser will promptly notify the Company of any change in its status or the status of any ultimate beneficial owners for whom the Purchaser is purchasing the Agreement on behalf of;

**Timely and Accurate Submission of Information.** That any information submitted by the Purchaser to the Company for the conduct of AML/CFT checks shall be within the Company’s requested time frame, up to date, complete, truthful, and accurate as of the date of this Agreement, and shall continue to be so at any time that the Purchaser holds the Agreement;

**Termination.** That in the event the Company determines, at its sole discretion, that any Purchaser is a Prohibited Purchaser, it may, without further reference to the Purchaser, take any action necessary to

terminate the interests of the Purchaser in the Agreement under the terms of the Agreement, and the Purchaser shall have no claim against the Company for any form of damages whatsoever as a result of the same except as set forth in the Agreement;

**Law Enforcement Compliance.** That the Company may release confidential information about the Purchaser and, if applicable and to the extent necessary, any ultimate beneficial owner(s) of the Agreement to any proper authorities in any jurisdiction, if the Company, in its sole discretion, determines that it is in the best interests of the Company in light of relevant rules and regulations concerning Prohibited Purchasers, money-laundering, terrorism financing, or any other illicit purpose;

**Lawfully Acquired Currency.** That the Purchaser only uses fiat currency or digital currencies as lawfully acquired, to make payment for the Agreement, that such currency is not derived from or related to any unlawful activities conducted by Purchaser, including but not limited to money laundering or terrorist financing, and that the Purchaser does not acquire the Agreement to finance, engage in, or otherwise support any money-laundering, terrorism financing or other illicit purpose;

**Beneficial Owners.** That to the extent that the Purchaser has any beneficial owners, the Purchaser reasonably believes that no beneficial owner is a Prohibited Purchaser;

**Sanctions.** That neither the Purchaser, nor to the knowledge of the Purchaser any person having a direct or indirect beneficial interest in Purchaser or the Agreement being acquired by Purchaser, or any person for whom Purchaser is acting as agent or nominee in connection with the Agreement, is the subject of sanctions administered or enforced by any country or government (*collectively*, “**Sanctions**”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions;

**AML Compliance.** That the Purchaser is in full compliance with all anti-money laundering laws and regulations that are in force, and the purchase of Tokens under the Agreement by the Purchaser will not be in breach of any laws and regulations that are in force in any relevant jurisdiction;

**Truthful and Accurate Information.** That the Purchaser, in knowledge that the Company may be relying upon its submissions acknowledgements, representations and statements contained therein without performing further verification, will completely, truthfully, and accurately comply with, perform any action, and fulfill any instructions and requests from the Company in order for the Company to comply with any anti-money laundering or customer due diligence policies, best practice guidelines and regulations as implemented by the Company at its sole discretion, from time to time;

**Sufficiency of Evidence.** If any of the representations, warranties or covenants above cease to be true or if the Company and/or its delegates or agents no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company and/or its delegates or agents may, in accordance with applicable regulations, be obligated to: (i) take certain actions relating to the Purchaser’s holding of Agreement; (ii) report such action; and (iii) disclose the Purchaser’s identity to OFAC or other authority. In the event that the Company and/or its delegates or agents is required to take any such action, the Purchaser understands and agrees that it shall have no claim against the Company and/or its delegates or agents for any form of damages as a result of any of such actions; and

**Mandatory Reporting.** The Purchaser acknowledges and understands that if, as a result of any information or other matter which comes to his attention, any person, knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to the relevant governmental authorities.

## EXHIBIT D

### Lockup and Delivery Schedule

Purchased Tokens shall be delivered and released to the Purchaser, in accordance with the following schedule:

Public Sale of **eMPX Token** - USD 0.05 per Token (\_\_\_\_\_ in quantity), (USD \_\_\_\_\_)

- Lock-in period: 1 (one) year
- Vesting period: 1 (one) year