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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 COMPANY 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 INTERNATIONAL OFFERING MEMORANDUM PROVIDED TO YOU IN CONNECTION HERewith, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.**

## DMC TOKEN PURCHASE AGREEMENT

<i>Purchaser:</i>	[INSERT NAME]
<i>Agreement Date:</i>	[INSERT DATE OF AGREEMENT]
<i>Purchaser's Network Address for Delivery of DMC Tokens:</i>	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
<i>Purchase Amount:</i>	[INSERT TOTAL PURCHASE AMOUNT]
<i>Price Per DMC Token:</i>	\$0.0060/DMC Token, \$0.0069/DMC Token, \$0.0078/DMC Token
<i>Purchased DMC Tokens:</i>	[INSERT TOTAL NUMBER OF DMC TOKENS BEING PURCHASED]
<i>Form of Payment:</i>	<p>The Purchase Amount can be paid in US dollars (via credit card), USD Coin (USDC), or USD Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in 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. Cash received in connection with the Purchase Amount will be directly transferred to the Company. ODB charges a three percent (3.0%) administrative fee for payments made via credit card on the gross principal transaction with a minimum fee of \$7 and a maximum fee of \$300. The fee is added to the total amount of the investment at checkout. 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 purchase via the Offering Platform that is operated by ODB for the benefit of the Offering.</p> <p>Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. 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 will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost</p>

of any gas costs and/or other fees to deliver the tokens to the Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, 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 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 the Sui blockchain, 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.

<p><i>Restricted Period and Delivery Schedule:</i></p>	<p>Prior to the expiration of the one-year period following the TPA purchase (the “Restricted Period”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or DMC Tokens, in the United States or to U.S. Persons (as defined in Rule 902 of Regulation S under the Securities Act), unless, where applicable, in compliance with securities laws.</p> <p>DMC Tokens will be delivered to a Sui wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.</p>
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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, DeLorean (BVI) Inc., a British Virgin Islands company with registered address at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands. (the “*Company*”) hereby issues to the Purchaser, a number of DMC Tokens (as defined below) equal to the Number of DMC 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 DMC 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 DMC Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the DMC 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 DMC 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.**

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

## 2. OFFER AND SALE

2.1. **Purchase and Sale.** Purchaser hereby agrees to purchase that Number of DMC Tokens Purchased for an aggregate purchase price equal to the Total Purchase Price, each as set forth above. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser's investment in whole or in part, along with this 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 DMC Tokens Purchased 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 (2) 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 DMC 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.** This Offering is limited solely to Purchasers who are qualified purchasers as defined in Regulation S under the Securities Act. To be eligible to participate in this Offering, you are required to represent to the Company in writing that you are a non-U.S. person under Regulation S, purchasing in an offshore transaction. You must also represent in writing that you are (i) purchasing the TPA for your own account not for the account of others and not with a view of reselling or distributing the DMC Tokens, (ii) not domiciled or a citizen of a Prohibited Jurisdiction or a country in which cryptocurrency offerings are illegal, and (iii) not from countries which the Office of Foreign Assets Control has deemed a "sanctioned" country. Each Purchaser must be a non-U.S. Person who is not purchasing for the account or benefit of a "U.S. Person" as defined under Regulation S under the Securities Act.

A U.S. Person means any one of the following:

- (a) any U.S. Citizen;
- (b) any natural person resident in the United States of America;
- (c) any partnership or corporation organized or incorporated under the laws of the United States of America;
- (d) any estate of which any executor or administrator is a U.S. person;
- (e) any trust of which any trustee is a U.S. person;
- (f) any agency or branch of a foreign entity located in the United States of America;
- (g) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- (h) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and
- (i) any partnership or corporation if:

- (1) organized or incorporated under the laws of any foreign jurisdiction; and formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501 under the Securities Act) who are not natural persons, estates, or trusts.

The following are not “U.S. persons”:

- (a) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (b) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
  - (1) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
  - (2) The estate is governed by foreign law;
- (c) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (d) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (e) Any agency or branch of a U.S. person located outside the United States if:
  - (1) The agency or branch operates for valid business reasons; and
  - (2) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- (f) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

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 DMC 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.

2.4. **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 DMC 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.

2.5. **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 ~~and~~ will also be subject to certain transaction fees, including gas costs or miner fees.

2.6. **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. **TOKEN DELIVERY**

3.2. **Delivery.** 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 DMC Tokens Purchased set forth above in accordance. For the avoidance of doubt, DMC Tokens will be delivered to Purchaser's Wallet in accordance with the delivery schedule.

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

3.3.1. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the DMC Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as a "***non-U.S. Person***" (as defined in Rule 902 of Regulation S under the Securities Act);

3.3.2. The Purchaser will provide to the Company, in writing, a Sui wallet address ("***Wallet***") to which the Purchaser's DMC Tokens will be delivered;

3.3.3. The Purchaser will complete and deliver all AML and KYC Forms (as defined below) requested by the Company from time to time, including after the Effective Date; and

3.3.4. 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.

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

3.4. **Lock-up.** In addition to any other restrictions required under applicable law, Purchaser agrees that it will not directly or indirectly transfer any DMC Tokens that have not been delivered to the Purchaser in accordance with Section 3.1 (such DMC Tokens being the “*Undelivered Tokens*”), any options to purchase any Undelivered DMC Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered DMC Tokens, including this TPA. 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 DMC Tokens. For the avoidance of doubt, all DMC Tokens issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all DMC Tokens to the Purchaser.

3.5. **Claiming DMC Tokens.** DMC Tokens that are purchased by you may be claimed by you only. DMC Tokens are not transferable to any blockchain address prior to the Token Release Event. Prior to the Token Release Event of any DMC Tokens, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), DMC Tokens or any part or the whole of your rights, title or interest under these Terms, including your right to claim those DMC 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.

3.6. **Transferability.** If you transfer DMC 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 DMC 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 DMC Tokens, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of DMC Tokens to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold DMC Tokens. By transferring any DMC 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 DMC Tokens.

3.7. **Absolute Ownership.** The owner of the wallet in which any DMC 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 DMC 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 DMC Tokens’ absolute owner.

3.8. **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 DMC Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the DeLorean Platform in accordance with clause 3.5 above.

3.9. **Voidability.** Notwithstanding any other provision in this clause 3, the Company reserves the right to treat as void any transfer of DMC Tokens which the Company reasonably believes to be unlawful for any reason.

#### 4. DEFINITIONS

4.2. **“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.

4.3. **“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.

4.4. **“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.

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

4.6. **“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 Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the **“Patriot Act”**), each as amended and including the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

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

4.8. **“Platform”** means the FLUX Protocol and its associated website and services.

4.9. **Reserved.**

4.10. “**Token Release Event**” means the date when the DMC Tokens, subject to the lock-up provisions, are initially released to Purchasers by the Company.

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

4.12. **Reserved.**

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

## 5. PURCHASER REPRESENTATIONS

5.2. **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.

5.3. **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.

5.4. **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.

5.5. **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.

5.6. **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.

5.7. **Non-U.S. Person.** Purchaser states that he or she is an "non-U.S. Person" as defined in Regulation S promulgated under the Securities Act and is not citizen or resident of a jurisdiction listed under Schedule 1 unless an express exception applies as set forth therein. 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 a non-U.S. Person as such term is defined in Rule 902 of Regulation S promulgated under the Securities Act.

5.8. **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.

5.9. **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 TOKEN** (i.e., the TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE "***DMC 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 TOKEN, 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 TOKEN, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THIS TOKEN IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE. HEDGING TRANSACTIONS INVOLVING THE DMC TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

HEDGING TRANSACTIONS INVOLVING THE DMC TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

**REGULATION S (THE "***REGULATION S LEGEND***")**: THE DMC TOKENS WHEN ISSUED WILL BE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("***REGULATION S***")) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM

THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW, THE TOKENS SHALL NOT BE EXCHANGEABLE FOR TOKENS THAT ARE NOT SUBJECT TO A LEGEND CONTAINING RESTRICTIONS ON TRANSFER UNTIL THE EXPIRATION OF THE APPLICABLE ONE-YEAR “DISTRIBUTION COMPLIANCE PERIOD” (WITHIN THE MEANING OF REGULATION S) AND THEN ONLY UPON CERTIFICATION IN A FORM REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT, IF ANY, THAT SUCH DMC TOKENS ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT.

A “**COMPLIANT REGULATION S SALE**” MEANS A SALE, FOLLOWING THE ESTABLISHMENT BY THE ISSUER OF A SUFFICIENT PROCESS TO VERIFY THE IDENTITY OF SUBSEQUENT TOKEN HOLDERS IN ORDER TO ENSURE COMPLIANCE WITH ALL REGULATORY REQUIREMENTS FOR DIVIDEND PAYMENTS AND COMPLIANCE WITH APPLICABLE LAW (E.G., THROUGH THE APPOINTMENT OF AN SEC-REGISTERED TRANSFER AGENT) AND NOTICE TO TOKEN HOLDERS THEREOF AND OF ALL APPLICABLE CONDITIONS, (1) TO A PERSON WHO IS NOT A “U.S. PERSON” THAT OCCURS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH ALL OF THE REQUIREMENTS OF REGULATION S AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH SALE IN THE JURISDICTION IN WHICH SUCH SALE AND PURCHASE IS MADE AND (2) FOR WHICH SELLER HAS A REASONABLE BELIEF THAT EACH PERSON TO WHOM THE TOKEN IS TRANSFERRED WILL BE PRESENTED WITH NOTICE SUBSTANTIALLY SIMILAR TO THE “**REGULATION S LEGEND**” AND WILL HAVE AFFIRMATIVELY SIGNALLED HIS, HER OR ITS UNDERSTANDING; PROVIDED, THAT THE COMPANY AND THE TRANSFER AGENT, IF ANY, WITH RESPECT TO THIS TOKEN SHALL HAVE THE RIGHT PRIOR TO PERMITTING ANY SUCH COMPLIANT REGULATION S SALE OCCURRING PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AS TO THE COMPLIANCE OF SUCH COMPLIANT REGULATION S SALE WITH ALL APPLICABLE SECURITIES LAWS.

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.

5.10. **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 International Offering 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 International Offering 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.

5.11. **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.

5.12. **OFAC.** Neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("***OFAC***"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental

Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds, and any due diligence.

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

5.13.1. 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***").

5.13.2. 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.

5.13.3. 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.

5.14. **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.

5.15. **Suspicious Activity Reports.** The Purchaser acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law, a suspicious activity report (“**SAR**”) or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including the Purchaser, any SAR filing itself or the fact that a SAR has been filed.

5.16. **Voluntary Compliance.** The Purchaser understands and agrees that, even if the Company is not obligated to comply with any U.S. anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

5.17. **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.

5.18. **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;

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

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

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

(v) Purchaser understands that DMC 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 DMC 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;

(vi) 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;

(vii) if you are making a contribution for the acquisition of DMC 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;

(viii) if you are making a contribution for the purchase of DMC 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);

(ix) You are making a contribution for the purchase of DMC 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;

## 6. DISCLAIMERS.

6.2. **Wallet.** You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your Wallet including, without limitation, any loss resulting from errors, typos, and inaccuracies in your wallet address, designating a Sui 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.

6.3. **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 DMC 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 DMC Tokens.

6.4. **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

6.5. **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.

6.6. **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.

## 7. MISCELLANEOUS.

7.2. **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.

7.3. **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.

7.4. **Refunds**. If there is no Token Release Event on or before March 31, 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.

7.5. **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.

7.6. **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.

7.7. **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.

7.8. **Governing Law.** This TPA and any action related thereto will be governed by and construed in accordance with the laws of the **British Virgin Islands**. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the British Virgin Islands for the purpose of resolving any disputes that cannot be resolved through arbitration as provided in Section 7.8.

7.9. **Binding arbitration.**  
Any disputes arising under this Agreement shall first be attempted to be resolved through mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of the British Virgin Islands International Arbitration Centre (BVI IAC), with the arbitration taking place in Tortola, British Virgin Islands. The decision of the arbitrator shall be final and binding upon both Parties.

7.10. **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.

7.11. **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.

7.12. **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 DMC 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.. 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:

- a) the purchase of DMC Tokens and the processing of transactions related to the Token Sale pursuant to these Terms;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- 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.

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.

7.13. **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 instrument to be duly executed and delivered.

**DeLorean (BVI) Inc.**

By: \_\_\_\_\_

Name: Evan Kuhn

Title: President

Email: e.kuhn@deloreanglobal.com

**PURCHASER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Wallet Receipt Address: \_\_\_\_\_

## **Exhibit A**

### **Jurisdictional Restrictions**

The following list of jurisdictions are “Disqualified Jurisdictions”:

- Afghanistan
- Belarus
- British Virgin Islands
- Canada (Ontario and British Columbia)
- Congo
- Cuba
- Democratic Republic of Congo (D.R.C.)
- Democratic People’s Republic of North Korea
- Donetsk People’s Republic (DNR) region of Ukraine
- Dubai
- Islamic Republic of Iran
- Libya
- Luhansk People’s Republic (LNR) region of Ukraine
- Myanmar
- People’s Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Ukraine
- United States of America
- Any jurisdiction in which the entry into this Agreement or the ownership of the DMC Tokens or the use of the DeLorean Platform is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations, or other applicable sanctions or embargoes

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