

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 IN RULE 501 OF REGULATION D 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 U.S. 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**”) HAVE INVESTIGATED (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. 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” SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT MEMORANDUM. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

ZERO HASH LLC (“**ZERO HASH**”), THE PAYMENT PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. ZERO HASH MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENTS ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. ZERO HASH’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSE OF ACTING AS A SERVICE PROVIDER AND DOES NOT CONSTITUTE INVESTMENT ADVICE. ZERO HASH SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM PARTICIPATION IN THIS OFFERING.

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 CORPORATION 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 RISK. YOU SHOULD CAREFULLY REVIEW THE 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. BY ENTERING INTO THIS TOKEN PURCHASE AGREEMENT, YOU REPRESENT THAT YOU HAVE RECEIVED, REVIEWED, AND ACKNOWLEDGE THE RISKS AS DESCRIBED IN THE PRIVATE PLACEMENT MEMORANDUM.

ARCALINK CORP TOKEN PURCHASE AGREEMENT

<i>Purchaser:</i>	[INSERT NAME]
<i>Agreement Date:</i>	[INSERT DATE OF AGREEMENT]
<i>Purchaser's Framework Address for Delivery of GAI Tokens:</i>	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
<i>Purchase Amount/Total Purchase Amount:</i>	[INSERT TOTAL PURCHASE AMOUNT]
<i>Price Per GAI Tokens:</i>	\$0.05 GAI Token
<i>Purchased GAI Tokens:</i>	[INSERT TOTAL NUMBER OF GAI TOKENS BEING PURCHASED]
<i>Form of Payment:</i>	<p>The Purchase Amount can be paid in USD Coin (USDC-ERC20) and USDT (Tether ERC-20). Purchase may also be made through payment processor Zero Hash, although those that can leverage Zero Hash are only able to pay with USDC on the following networks: Arbitrum, Avalanche, Base, Ethereum, Optimism, Polygon, Solana, SUI.</p> <p>The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Cash received in connection with the Purchase Amount will be directly transferred to the Corporation. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, if permitted by applicable laws (in particular anti-money laundering laws) 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 Corporation. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, if permitted by applicable laws (in particular anti-money laundering laws) 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, the Corporation will bear the cost of any gas costs and/or other fees to deliver the Tokens to the Purchaser.</p> <p>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</p>

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 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. The Purchaser acknowledges and agrees that, under applicable laws, the Corporation may not be permitted to refund, or may be obligated to block movement of or transfer received funds to competent authorities.

Refunds and Surplus Payments for Payments Made Through Zero Hash Investors should be aware that ODB's refund and surplus payment policies with respect to payments made through Zero Hash may limit or eliminate refunds depending on the amount overpaid and associated transaction costs:

Given associating servicing costs, refunds will only be issued for overpayments in dollar amounts greater than or equal to \$25 (an "Eligible Refund").

Transaction costs ("Gas Fees") associated with Eligible Refunds will be deducted from the applicable Eligible Refund, with any remainder transmitted to the Investor. Refunds will be made in USDC on the Avalanche network and credited to the investor's Republic Wallet, regardless of the original payment currency or wallet.

Refunds will not be issued if the investor does not create a Republic Wallet to receive funds.

Overpayments below the eligible refund amount will be transmitted to the applicable Issuer, and treated as a gift for tax purposes. ODB will not profit from such gifts.

Examples:

Overpayment Below \$25: For an overpayment of \$24.99, The overpayment balance of \$24.99 will be gifted to the Issuer, with no refund.

Overpayment Equal to or Above \$25: For an overpayment of \$27, with \$3 in Gas Fees, \$24 will be refunded to the investor's Republic Wallet.

Refunds are currently processed manually, which may result in processing delays to be handled on a best efforts basis to resolve in an expedient manner. Investors should carefully review payment instructions to avoid errors leading to unrecoverable amounts. Investors should also ensure they establish a Republic Wallet to avoid forfeiting any refunds they may be eligible to receive.

<p><i>Examples of Fees Incurred During Purchase of GAI Tokens:</i></p>	<p>Below are examples of how fees may impact the total purchase price paid by Purchaser for GAI Tokens:</p> <p>Example 1: Purchaser wants to purchase 10,000 GAI Tokens at \$0.05 per GAI Token using cryptocurrency. The purchase price will be \$500. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.</p>
<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 GAI Tokens, unless, where applicable, in compliance with securities laws, including Securities Act Rule 144.</p> <p>GAI Tokens will be delivered to an ERC-20-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.</p> <p>GAI Tokens sold in this Offering will be subject to a lock up period from the time of the Token Generation Event according to local laws, which for sales within the U.S. will be a one year lockup. GAI Tokens sold in this Offering will have 25% distributed on July 12th, 2025 and the remaining vested tokens released linearly over 3 months, with GAI Tokens under each such grant commencing on the day of the Token Generation Event.</p>

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the Total Purchase Price set forth above on or about the date (the “**Effective Date**”) indicated under the Corporation’s signature hereto, Arcalink Corp, a Panamanian Corporation with registered address at Calle Ricardo Arias, Advanced Tower Building, First Floor, Panama City, Republic of Panama (the “**Corporation**” or “**GraphAI**”), hereby issues to the Purchaser, a number of GAI Tokens (as defined below) equal to the number of GAI 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 Corporation in connection with the (“**Offering**”) of GAI Tokens by the Corporation 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 Corporation in its sole discretion. By purchasing the GAI Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the GAI 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 GAI 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 CORPORATION THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 8.9 “BINDING ARBITRATION” BELOW FOR DETAILS.

2. OFFER AND SALE

2.1 Purchase and Sale. Purchaser hereby agrees to purchase that [Number] of GAI Tokens Purchased for an aggregate purchase price equal to the Total Purchase Price, each as set forth above. The Corporation 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 Corporation’s offering; and (ii) the Corporation counter-signing this Agreement. For the avoidance of doubt, the Corporation may round down the number of GAI Tokens Purchased set forth above to one (1) decimal place.

2.2 Payment. Purchaser covenants and agrees to pay the Total Purchase Price to the Corporation 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 Corporation may, in its sole discretion and without notice, rescind or terminate, as applicable, this TPA and the GAI Tokens in the event that Purchaser does not deliver to the Corporation 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.

An “Accredited Investor” means any one of the following:

- (a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance Company as defined in Section 2(13) of the Act; any investment Company registered under the Investment Company Act of 1940 or a business development Company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance 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; 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;
- (d) 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;
- (e) any natural person who has 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:

- (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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:
- (i) With assets under management in excess of \$5,000,000,
 - (ii) That is not formed for the specific purpose of acquiring the securities offered, and
 - (iii) 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 (l) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (l)(iii).

Purchaser acknowledges and agrees that, in the event the Corporation determines that Purchaser does not meet the Corporation's requirements for purchasers hereunder (as determined by the Corporation in its sole discretion), the Corporation may immediately and without notice rescind or terminate, as applicable, this TPA and the GAI Tokens, notwithstanding Purchaser's compliance with the Terms, delivery of the Total Purchase Price to the Corporation, or that the Corporation may have delivered a signature page to this TPA.

- 2.4 Form of Payment.** The Corporation agrees to accept payment for the Total Purchase Price via USD Coin (USDC ERC-20) or USDT (Tether ERC-20). Purchase may also be made through payment processor Zero Hash, although those that can leverage Zero Hash are only able to pay with USDC on the following networks: Arbitrum, Avalanche, Base, Ethereum, Optimism, Polygon, Solana, SUI. The Corporation may elect to accept other methods or forms of payment on an as-converted to U.S. dollars basis in its sole discretion.

Any payment for GAI Tokens must be made in full (partial payments or payments broken into separate transactions will not be accepted). Payment will not be accepted in anonymous means of payment. 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 Corporation. The Corporation 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.

2.6 Rejected Transactions. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, if permitted by applicable laws (in particular anti-money laundering laws) 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. The Purchaser acknowledges and agrees that, under applicable laws, the Corporation may not be permitted to refund, or may be obligated to block movement of or transfer received funds to competent authorities.

2.7 Refunds and Surplus Payments for Payments Made Through Zero Hash. Investors should be aware that ODB's refund and surplus payment policies with respect to payments made through Zero Hash may limit or eliminate refunds depending on the amount overpaid and associated transaction costs:

Given associating servicing costs, refunds will only be issued for overpayments in dollar amounts greater than or equal to \$25 (an "**Eligible Refund**"). Transaction costs ("**Gas Fees**") associated with Eligible Refunds will be deducted from the applicable Eligible Refund, with any remainder transmitted to the Investor. Refunds will be made in USDC on the Avalanche network and credited to the investor's Republic Wallet, regardless of the original payment currency or wallet. **Refunds will not be issued if the investor does not create a Republic Wallet to receive funds.**

Overpayments below the eligible refund amount will be transmitted to the applicable Issuer and treated as a gift for tax purposes. ODB will not profit from such gifts.

Example 1: **Overpayment Below \$25:** For an overpayment of \$24.99, The overpayment balance of \$24.99 will be gifted to the Issuer, with no refund.

Example 2: **Overpayment Equal to or Above \$25:** For an overpayment of \$27, with \$3 in Gas Fees, \$24 will be refunded to the investor's Republic Wallet.

Refunds are currently processed manually, which may result in processing delays to be handled on a best efforts basis to resolve in an expedient manner. Investors should carefully review payment instructions to avoid errors leading to unrecoverable amounts. Investors should also ensure they establish a Republic Wallet to avoid forfeiting any refunds they may be eligible to receive.

3. TOKEN DELIVERY

3.1. **Delivery.** In connection with this TPA, the Corporation, its agents, or its representatives shall deliver to the Purchaser, in full satisfaction of this TPA, the Number of GAI Tokens Purchased set forth above in accordance. For the avoidance of doubt, GAI Tokens will be delivered to Purchaser's Wallet in accordance with the delivery schedule set forth above. The Corporation will deliver GAI Tokens to the Purchaser's wallet address and the GAI 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 GAI Tokens by the Corporation to the Purchaser pursuant to Section 3.1, and in each case unless waived in writing by the Corporation:

3.2.1. The Purchaser will execute and deliver to the Corporation any and all other transaction documents related to this TPA and the delivery of the GAI Tokens as are reasonably requested by the Corporation, including documentation to verify Purchaser's status as an "***Accredited Investor***" (as defined in Rule 501 of Regulation D under the Securities Act);

3.2.2. The Purchaser will provide to the Corporation, in writing, an ERC-20-compatible wallet address ("***Wallet***") to which the Purchaser's GAI Tokens will be delivered;

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

3.2.4. 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 Corporation may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with the applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

If the Purchaser fails to meet any of the conditions above, the Corporation may hold the GAI Tokens deliverable hereunder in an informal escrow (not with a qualified escrow agent, but with the Corporation) until such conditions are met, and such escrow will constitute delivery of the applicable number of GAI Tokens in accordance with this instrument notwithstanding that such GAI Tokens remain in escrow.

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

3.4. **Claiming GAI Tokens.** GAI Tokens that are purchased by you may be claimed by you only. GAI Tokens are not transferable to any blockchain address prior to the Token

Generation Event. Prior to the Token Generation Event of any GAI Tokens, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation, or otherwise), GAI Tokens or any part or the whole of your rights, title or interest under these Terms, including your right to claim those GAI 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 Corporation.

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

3.6. **Absolute Ownership.** The owner of the wallet in which any GAI 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 GAI 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 Corporation nor any other person will be liable for so treating that person as the GAI Tokens’ absolute owner.

3.7. **Written Notice.** The Corporation 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 GAI Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the GraphAI Framework in accordance with clause 3.5 above.

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

4. DEFINITIONS

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

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

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

4.4. “*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.

4.5. “**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.

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

4.7. “**Framework**” means the GraphAI Framework and its associated website and services.

4.8. **Reserved.**

4.9. “**Token Generation Event**” means the date when the GAI Tokens are initially broadly publicly released by the Corporation for use on the GraphAI Framework, if ever.

4.10. “**Token**” means the GAI Token, which is used for governance and utility on the Corporation’s Platform.

4.11. “**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. USE OF PROCEEDS

The Corporation estimates that the maximum net proceeds from this Offering may be approximately \$1,000 after deducting estimated Offering expenses, less any marketing and legal expenses. The Corporation shall allocate the proceeds from the sale of Tokens, including the Purchase Amount, to the development, maintenance, and expansion of the GraphAI Framework and its associated ecosystem. This will include supporting a secure and scalable infrastructure, modeled on cutting-edge frameworks.

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 Corporation, 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 Corporation's business, management, financial affairs and the terms and conditions of the Offering of the Tokens with the Corporation's representatives. The Purchaser has not relied on any representations or warranties made by the Corporation 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 Corporation 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 Corporation which are outside of the Purchaser's control, and which the Corporation 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 Corporation nor any Affiliate is licensed as a money transmitter ("**MT**") or a money services business ("**MSB**"). If the Corporation 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 Corporation Platform, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Corporation'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 Corporation or any Affiliate if it views the Tokens and the Framework as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Corporation to cease operations.

6.5. **No Public Market.** The Purchaser understands that no public market now exists

for the Tokens; that the Corporation has made no assurances that a public market will ever exist for the Tokens; and that the Corporation is under no obligation to register or qualify the Tokens for resale under the laws of any Governmental Authority.

6.6. **Accredited Investor.** Purchaser states that he, she, or it is an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Purchaser has been advised that the offer and sale of this instrument and the Tokens have not been registered under the Securities Act, or any U.S. state securities laws and, therefore, cannot be resold unless the resale is registered under the Securities Act and applicable U.S. state securities laws or unless an exemption from such registration requirements is available. The Purchaser is purchasing this instrument and the Tokens 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 of Regulation D promulgated under the Securities Act.

6.7. **No Bad Actor.** Neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any Corporation 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.

6.8. **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 “GAI 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 NOT A “U.S. PERSON” AND IS NOT ACQUIRING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A “U.S PERSON” AND IS ACQUIRING THIS SECURITY 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 GAI TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE “REGULATION D LEGEND”): THE HOLDER OF ANY GAI TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH GAI TOKENS, 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 STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

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 Corporation may require an opinion of counsel in form and substance satisfactory to the Corporation 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 Corporation may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.

6.9. **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 Corporation’s technology will not function as intended; (ii) the Corporation’s technology will fail to attract sufficient interest from developers; (iii) the Corporation’s technology may not be fully developed and may never be released, (iv) the Corporation and/or third parties involved in the development of the Corporation’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 CORPORATION 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 CORPORATION, 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 CORPORATION, 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 CORPORATION, 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.

6.10. **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.

6.11. **OFAC.** Neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“***OFAC***”), nor are they otherwise a party with which the Corporation 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 Corporation 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.

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

6.12.1. No payment or other transfer of value to the Corporation and no payment or other transfer of value to the Corporation shall cause the Corporation 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***”).

6.12.2. No payment or other transfer of value to the Corporation 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 Corporation 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.

6.12.3. All payments or other transfer of value to the Corporation 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.

6.13. **Additional Information.** The Purchaser will provide to the Corporation any information that the Corporation 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 Corporation 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 Corporation to terminate this TPA and require the forfeiture of any Tokens previously delivered to the Purchaser.

6.14. **Suspicious Activity Reports.** The Purchaser acknowledges and agrees that the Corporation, 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 Corporation reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Corporation 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.

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

6.16. **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 CORPORATION 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.

6.17. **Additional Warranties.**

(i) The acceptance of these Terms and the entry into a binding agreement with the Corporation 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 corporation 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), 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 GAI Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms;

(v) Purchaser understands that GAI Tokens confers only a limited potential future right or expectation to use and interact with the Corporation's Platform as more particularly described on the Corporation's Platform, and that GAI Tokens confer no other rights of any kind with respect to the Corporation and/or the Corporation 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 Corporation on the terms set out herein;

(vii) if you are making a contribution for the acquisition of GAI 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 GAI 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 Corporation 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 GAI Tokens to potentially use and interact with the Corporation 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. **DISCLAIMERS.**

7.1. **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 ERC-20-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 Corporation assumes no responsibility or liability in connection with any such misuse.

7.2. **Smart Contract.** The Corporation 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 GAI 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 contributions and/or GAI Tokens.

7.3. **Indemnity.** THE CORPORATION SHALL NOT BE LIABLE TO THE PURCHASER, AND THE PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CORPORATION 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 CORPORATION.

7.4. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE CORPORATION 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 CORPORATION 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL THE CORPORATION'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 CORPORATION AND THE PURCHASER.

7.5. **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.

8. MISCELLANEOUS.

8.1. **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 Corporation from time to time. Any provision of this TPA may be amended, waived, or modified only upon the written consent of the Corporation and (a) the Purchaser, or (b) the holders of a majority, in the aggregate, of the Total Purchase Price paid to the Corporation 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.

8.2. **Title to Tokens; Risk of Loss**. The smart contracts for the Tokens are deployed by the Corporation from Panama and are programmed so that all transactions it executes will be executed in Panama. The Purchaser understands and acknowledges that title to, and risk of loss of, Tokens the Purchaser may receive from the Corporation passes from the Corporation to the Purchaser in Panama upon when the Corporation has submitted the Purchaser's token receiving address to the smart contract.

8.3. **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.

8.4. **Unwinding**. The Purchaser has no recourse to any refunds of the Purchase Amount. If (i) there is no Token Generation Event within twelve months of the Offering Date (the "***Deadline Date***"), or (ii) the Corporation is subject to a Dissolution Event, the Agreement will be unwound and the Corporation shall pay Purchasers – subject to permissibility under the applicable bankruptcy laws and other laws – the Purchase Amount, net of applicable taxes and expenses incurred in connection with (i) the offering of the Tokens, and (ii) the development of the Framework until the date of the unwinding ("***Unwinding Payment***"), as soon as reasonably practicable after the Deadline Date or the Dissolution Event. Although the Corporation will make commercially reasonable efforts to unwind the Agreement and pay the Unwinding Payment, there is no guarantee that any funds will be available for the payment of the Unwinding Payment.

8.5. **No Rights as Member.** The Purchaser is not entitled, as a holder of this TPA, or the Tokens, to vote in the general assembly or be deemed a member of the Corporation for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a member 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 any rights or otherwise.

8.6. **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 Corporation. The Corporation may assign this TPA without the consent of the Purchaser.

8.7. **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.

8.8. **Governing Law.** This TPA and any action related thereto will be governed by the laws of the State of Delaware, United States without regard to its conflicts of law rules, excluding the provisions of the United Nations Convention on the International Sale of Goods and excluding the conflict of law rules of Panama private international law.

8.9. **Binding arbitration (if you are not a Consumer).** Except if you are Consumer, any dispute, controversy, or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Panama Rules of International Arbitration in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be three. The seat of arbitration shall be Panama. The arbitral proceedings shall be conducted in Spanish.

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

8.11. **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 Corporation or are necessary for the Corporation, 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 Corporation 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.

8.12. **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.

8.13. **Personal Data.** Pursuant to compliance with applicable laws, the Corporation 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 GAI 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 GAI 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) opening, maintaining, or operating a bank account in the Corporation's name;
- f) resolving any Disputes with you;
- g) producing summary information for statistical, regulatory, and audit purposes; and/or
- h) 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.

8.14. **Force Majeure**. Without limitation of anything else in this TPA, the Corporation 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 Corporation'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.

ARCALINK CORP:

By: _____

Name:

Title:

Email:

By: _____

Name:

Title:

Email:

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

Wallet Receipt Address: _____

[Signature Page to Token Purchase Agreement]

Exhibit A

Jurisdictional Restrictions

The following list of jurisdictions are “Disqualified Jurisdictions”:

- Afghanistan
- Belarus
- 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
- Any jurisdiction in which the entry into this Agreement or the ownership of the GAI Tokens or the use of the GraphAI Framework is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations, or other applicable sanctions or embargoes

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