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ODB HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS 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 JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. 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 “RISKS” SECTIONS OF THIS DOCUMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

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

NEITHER STRIPE, INC. (“**STRIPE**”), THE CREDIT CARD PROCESSOR, NOR ZERO HASH LLC (“**ZERHASH**”), THE CRYPTO CURRENCY PROCESSOR, HAS INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE OILXCOINS OFFERED HEREIN. NEITHER STRIPE, ZERHASH, NOR ANY OF THEIR RESPECTIVE AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE OILXCOINS OFFERED HEREIN. BOTH STRIPE’S AND ZERHASH’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 OILXCOINS, 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 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.

OILXCOIN
TOKEN PURCHASE AGREEMENT

<i>Purchaser:</i>	[INSERT NAME]
<i>Agreement Date:</i>	[INSERT DATE OF AGREEMENT]
<i>Purchaser's Network Address for Delivery of OilXCoins:</i>	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
<i>Purchase Amount:</i>	[INSERT TOTAL PURCHASE AMOUNT]
<i>Price Per OilXCoin:</i>	\$1.00 per OilXCoin
<i>Purchased OilXCoins:</i>	[INSERT TOTAL NUMBER OF OILXCOINS BEING PURCHASED]
<i>Form of Payment:</i>	<p>The Purchase Amount can be paid in US dollars (via credit card, wire, ACH), USD Coin (USDC), or USD Tether (USDT) on the Ethereum Network only (ERC-20). 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. Purchases in USDC or USDT through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by 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 fees and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to Purchaser.</p> <p>If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of Purchaser, and if payment was made in the specifically</p>

	<p>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 Ethereum 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. See the discussion in the accompanying private placement memorandum (“PPM”) for refunds that pertain to ZeroHash.</p>
<p><i>Examples of Fees Incurred During Purchase of OilXCoins:</i></p>	<p>Below are examples of how fees may impact the total purchase price paid by Purchaser for OilXCoins:</p> <p>Example 1: Purchaser wants to purchase 1,000 OilXCoins at \$1.00 per OilXCoins using a credit card. The purchase price will be \$1000. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or \$7—here, it will be \$30 for this transaction because 3.0% is greater, meaning Purchaser will pay \$1,030 total for the 1,000 OilXCoins. Note that this total is independent of any fee that Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.</p> <p>Example 2: Purchaser wants to purchase 25,000 OilXCoins at \$1.00 per OilXCoins using a credit card. The purchase price will be \$25,000. Individual Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or \$7— here, it will be 3.0% for this transaction because \$7 is lower, meaning Purchaser will pay \$25,750 total for the 25,000 OilXCoins. Note that this total is independent of (1) any gas fees that may be incurred if Purchaser pays via cryptocurrency, or (2) any fee that Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.</p> <p>Example 3: Purchaser wants to purchase 25,000 OilXCoins at \$1.00 per OilXCoins using cryptocurrency. The purchase price will be \$25,000. 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 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”), Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or OilXCoins, unless, where applicable, in compliance with securities laws, including Securities Act Rule 144.</p> <p>OilXCoins will be delivered to a Ethereum Blockchain-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.</p>

<i>Purchaser Qualifications:</i>	Each Purchaser must be an “Accredited Investor”, as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Purchaser Qualifications below.
<i>Offering Size:</i>	In this Offering, we are offering up to \$30,000,000 million of tokens (30 million OilXCoins), subject to increase dependent on demand.
<i>Period of Offering:</i>	<p>May 8, 2025, at 9:00 am Eastern Daylight Time (“EDT”) through May 12, 2025, at 12:00 am Pacific Daylight Time (“PST”) (the “Offering Period”).</p> <p>The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.</p>
<i>Subscription Amounts:</i>	The minimum subscription amount is \$300 (300 OilXCoins) and the maximum subscription amount is \$1 million (1,000,000 OilXCoins). Such amounts may be modified by the Company in its sole discretion.
<i>Delivery of OilXCoins:</i>	After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“KYC/AML”) or Know-Your-Business (“KYB”) screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, OilXCoins will be delivered to a compatible wallet address designated by each Purchaser in the TPA.
<i>Documentation:</i>	In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe or ZeroHash (collectively, the “Closing Requirements”).
<i>Governing Law:</i>	The TPA and the underlying OilXCoins will be governed by the law of Switzerland.
<i>Use of Proceeds:</i>	See “Use of Proceeds” in the PPM.

<p><i>Republic Service Providers:</i></p>	<p>The cash fee paid to ODB from the proceeds of this Offering and the Concurrent Offering will be the greater of \$12,000 or four percent (4.0%) of the dollar value of the OilXCoins issued to Investors. The Company will also pay ODB a token commission equivalent to 1.5% of the dollar value of OilXCoins sold in this Offering. Thus, a purchase of \$1,000 in this Offering would result in approximately \$945 to the Company, \$40 in cash commission to ODB, and \$15 in securities commission to ODB. In addition to the cash and securities commissions, the Company has previously paid a \$35,000 Business Advisory Services fee. Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or make any assurances as to the completeness, accuracy or reliability of any such information provided by the Company.</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 signature hereto, **DeXentra GmbH**, a limited liability company incorporated under the laws of Switzerland (*Gesellschaft mit beschränkter Haftung / société à responsabilité limitée*, articles 772 *et seq.* of the Swiss Code of Obligations) having its principal office at Landis + Gyr-Strasse 1, 6300 Zug, Switzerland (the “**Company**”), hereby issues to Purchaser a number of OilXCoins (as defined below) equal to the Number of OilXCoins 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 OilXCoins 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 OilXCoins herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the OilXCoins 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 OILXCOINS 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 8.7 “DISPUTE RESOLUTION” BELOW FOR DETAILS.

2. OFFER AND SALE

2.1. Purchase and Sale. Purchaser hereby agrees to purchase that Number of OilXCoins 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 Purchaser’s investment in whole or in part, along with 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 OilXCoins 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 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 OilXCoins in the event that Purchaser does not deliver to the Company its signature page to this TPA or the Total Purchase Price, in each case within three business days of the Effective Date.

2.3. Purchaser Qualification. Purchaser acknowledges and agrees that it is required to meet certain requirements to participate in this Offering, including 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 Association as defined in Section 2(13) of the Act; any investment Association registered under the Investment Company Act of 1940 or a business development Association as defined in Section 2(a)(48) of that Act; any Small Business Investment Association licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance association, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (b) any private business development association as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (c) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; 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 had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (f) any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and
- (g) any entity in which all of the equity owners are accredited investors.
- (h) any entity, of a type not listed in the previous subparagraphs (a), (b), (c), (g), or (h), not formed for the specific purpose of acquiring the securities offered, owning

investments in excess of \$5,000,000;

- (i) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (j), the Commission will consider, among others, the following attributes:
 - (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 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 OilXCoins, 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; Processing; Rejected Transactions.** The Purchase Amount can be paid in US dollars (via credit card, wire, ACH), USD Coin (USDC), or USD Tether (USDT) on the Ethereum Network only (ERC-20). 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. Purchases in USDC or USDT through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by 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.

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 fees and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of 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 Ethereum 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. See the discussion in the accompanying private placement memorandum (“PPM”) for refunds that pertain to ZeroHash. 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 OilXCoins 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 **Refunds and Surplus Payments for Payments Made Through ZeroHash.** Purchasers 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.

3. TOKEN DELIVERY

3.1. **Delivery**. In connection with this TPA, the Company, its agents, or its representatives shall deliver to Purchaser, in full satisfaction of this TPA, the Number of OilXCoins purchased set forth above to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the completion of the Offering and fulfillment of the conditions to token delivery set forth below and all of the terms and conditions set forth in this TPA and the PPM. The OilXCoins are subject to a restriction on transfer as described in Section 5.8 hereof.

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

- (i) Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the OilXCoins as are reasonably requested by the Company, including documentation to verify Purchaser’s status as an “**Accredited Investor**” (as defined in Rule 501(a) of Regulation D under the Securities Act);

- (ii) Purchaser will provide to the Company, in writing, a compatible wallet address (“**Wallet**”) to which Purchaser’s OilXCoins will be delivered. The OilXCoin is an ERC-20 token;
- (iii) Purchaser will make full payment for the OilXCoins purchased by Purchaser;
- (iv) 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
- (v) Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with then applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

If Purchaser fails to meet any of the conditions above, the Company may hold the OilXCoins deliverable hereunder in escrow until such conditions are met, and such escrow will constitute delivery of the applicable number of OilXCoins in accordance with this instrument notwithstanding that such OilXCoins 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 OilXCoins that have not been delivered to Purchaser in accordance with Section 3.1 (such OilXCoins being the “**Undelivered Tokens**”), any options to purchase any Undelivered OilXCoins, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered OilXCoins, 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 OilXCoins. For the avoidance of doubt, all OilXCoins issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all OilXCoins to Purchaser.

3.4. **Claiming OXC.** OilXCoins that are purchased by you may be claimed by you only. OilXCoins are not transferable to any blockchain address prior to delivery. Prior to the delivery of the OilXCoins, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), OilXCoins or any part or the whole of your rights, title or interest under these Terms, including your right to claim those OilXCoins, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognized by, nor binding on, the Company.

3.5. **Transferability.** If you transfer OilXCoins to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that OilXCoins 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 OilXCoins, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of OilXCoins to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold OilXCoins. By transferring any OilXCoins, you assign all your rights, title, and interest under these Terms to the owner of the wallet or address to which you transfer such OilXCoins.

3.6. **Absolute Ownership.** The owner of the wallet in which any OilXCoins 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 OilXCoins 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 OilXCoins' absolute owner.

3.7. **Written Notice**. The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effectuate the transfer of any OilXCoins, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Ethereum blockchain in accordance with clause 3.5 above.

3.8. **Voidability**. Notwithstanding any other provision in this clause 3, the Company reserves the right to treat as void any transfer of OilXCoins which the Company 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 Company determines, in its sole discretion, are reasonably necessary for the Company 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 Company has relationships at the time an invoice is generated for Purchaser.

4.3. ***“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.

4.4. ***“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 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. ***“Platform”*** means exchange service platforms compatible with the OilXCoin and its associated website and services.

4.8. ***“Token”*** means the OilXCoin.

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

5. PURCHASER REPRESENTATIONS

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

5.2. **Purchase Entirely for Own Account.** This TPA is made with Purchaser in reliance upon Purchaser’s representation to the Company, which by Purchaser’s execution of this TPA, Purchaser hereby confirms, that the Tokens to be acquired by Purchaser will be acquired for investment for Purchaser’s own account, not as a nominee, fiduciary or agent, and not with a view to the resale or distribution of any part thereof, and that Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. Purchaser also confirms that Purchaser is the sole beneficial owner of the funds used to pay the Total Purchase Price. By executing this TPA, Purchaser further represents that 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. Purchaser has not been formed for the specific purpose of acquiring the Tokens.

5.3. **Disclosure of Information.** 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. Purchaser understands and has significant experience of cryptocurrencies, blockchain systems and services, and fully understands the risks associated with the Tokens as well as the mechanism related to the use of cryptocurrencies and blockchain purchase address. 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. Purchaser has made its own investment decision regarding the Tokens based on the Prospectus, its own knowledge (including any information it may have or which is publicly available) with respect to the Tokens and the Company. 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.

5.4. **Compliance with Securities, Commodities, & Other Laws.** 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 Purchaser’s representations as expressed herein. 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, 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. Purchaser has not taken any action in any country or jurisdiction that would constitute a public offering of the Tokens, or which would require Purchaser or any other person or entity to submit any filing to, or take any action to register the Token with, any governmental, regulatory or legal authority, or to perform any additional action in relation to the Token. 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 Purchaser to transfer all or any of the Tokens in the amounts or at the times proposed by Purchaser. 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 Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. 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. Purchaser has also been advised that this Agreement has not been approved for trading by the CFTC. 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. 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.

5.5. **No Public Market.** 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.

5.6. **Accredited Investor.** Purchaser states that he or she is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. 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. Purchaser is purchasing this instrument and the securities to be acquired by Purchaser hereunder for its own account for investment, not as a nominee, fiduciary or agent, and not with a view to, or for resale in connection with, the distribution thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. Purchaser has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. Purchaser hereby confirms that it has taken reasonable steps to verify that such Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

5.7. **No Bad Actor.** Neither (i) 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 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.

5.8. **Legends.** Purchaser understands that the Tokens may be deemed to bear any one or more of the following legends, which will be deemed binding on any holder of the Tokens: (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 “OILXCOINS”) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, 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 FOR UP TO ONE YEAR AFTER PURCHASER OF THE TOKEN EXCEPT IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUCH AS A PRIVATE TRANSACTION UNDER REGULATION D, THAT ALSO COMPLIES WITH ANY APPLICABLE STATE SECURITIES LAWS. EACH HOLDER OF THIS SECURITY, 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 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 OILXCOINS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

PRIOR TO THE ONE YEAR ANNIVERSARY FROM THE PURCHASE OF THE OILXCOINS BY A PURCHASER OR A HOLDER OF THE OILXCOINS WHO IS A DISTRIBUTOR, DEALER, SUB-UNDERWRITER OR OTHER SECURITIES PROFESSIONAL, THE OILXCOINS MAY NOT BE OFFERED, SOLD OR RESOLD (INCLUDING OPENING A SHORT POSITION IN SUCH OILXCOINS) IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED BY RULE 902(k) OF REGULATION S ADOPTED UNDER THE ACT), OTHER THAN TO DISTRIBUTORS, UNLESS THE OILXCOINS ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE LAW IS AVAILABLE FOR SUCH TRANSACTION.

THE HOLDER OF THIS OILXCOIN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE

UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

In connection with any proposed transfer, the Company may require an opinion of counsel in form and substance satisfactory to the Company to the effect that any such proposed transfer or resale of the Tokens is in compliance with the Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this TPA, the Company may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.

5.9. **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 PURCHASER IN LIGHT OF THEIR FINANCIAL CONDITION. Purchaser acknowledges that it has carefully read and reviewed the Private Placement Memorandum provided to Purchaser in connection herewith as well as all such information which Purchaser deems necessary or appropriate concerning (i) Purchaser's commitment to invest and its purchase of Tokens, (ii) the Company and (iii) any other matter relevant to its decision to enter into this Agreement. Purchaser understands that the Tokens involve risks, all of which Purchaser fully and completely assumes, including, but not limited to, the risks that (i) the technology and economic models associated with the Company's technology will not function as intended; (ii) the Company's technology will fail to attract sufficient interest from developers; (iii) the Company's technology may not be fully developed and may never be released, (iv) the Company and/or third parties involved in the development of the Company's technology may be subject to investigation and punitive actions from Governmental Authorities, and (v) those other risks as detailed in that certain Private Placement Memorandum provided to Purchaser in connection herewith. Purchaser understands and expressly accepts that the Tokens will be created and delivered to Purchaser at the sole risk of 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; (iv) WARRANTY REGARDING THE TIMING OF DELIVERY OF THE TOKENS AND ANY FEATURES, TAX TREATMENT OR PERFORMANCE OF THE TOKENS OR (v) 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.

5.10. **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 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. Purchaser's purchase and payment for and continued beneficial ownership of the Tokens will not violate any applicable laws of Purchaser's jurisdiction. Purchaser is not subject to any sanction or embargo administered by the Swiss government, the United States, the European Union or the United Nations, the United Kingdom, and any other applicable sanctions regime, ("Sanction") and is not acting on behalf of any person or entity that is subject to Sanctions, and is not an officer, director or owner of any entity that is subject to Sanctions.

5.11. **OFAC.** Neither 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. Purchaser further represents and warrants that, if applicable, Purchaser: (a) has conducted thorough due diligence with respect to all its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds, and any due diligence.

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

- (i) No payment or other transfer of value to the Company and no payment or other transfer of value to the Company shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti- money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("**OFAC Regulations**").
- (ii) No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in

transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. 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.

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

5.13. **Additional Information.** 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 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. 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 Purchaser that the information has been so provided. 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 Purchaser.

5.14. **Suspicious Activity Reports.** 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. Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including Purchaser, any SAR filing itself or the fact that a SAR has been filed.

5.15. **Voluntary Compliance.** 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. Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

5.16. **Taxes.** PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, 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 OILXCOINS, 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 OILXCOINS.

5.17. **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 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 Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which Purchaser is a party or by which 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 OilXCoins to make an informed decision to participate in the Token Sale pursuant to these Terms;
- (v) Purchaser understands that OilXCoins 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 OilXCoins 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 Purchaser is an individual, Purchaser is at least 18 years of age, has 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 Purchaser is 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 Purchaser is purchasing OilXCoins for or on behalf of an entity or person, Purchaser is 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) Purchaser acknowledges that it has received, read and understood the PPM, including but not limited to the risks set forth therein; and
- (x) Purchaser acknowledges that the Terms of the Tokens, as appearing in Annex I to the PPM, are binding but are not in their definitive form. Tokens in the form of ledger-based securities, in accordance with articles 973d ff. of the Swiss Code of Obligations, are further subject to the tokenization terms (*Registrierungsvereinbarung*) which govern, among other, the holding, the transfer, and the cancellation of the Tokens, as well as the effects of such operations.

6. UNDERTAKINGS OF PURCHASER

6.1. Purchaser undertakes to the Company:

- (i) not to take any action in any country or jurisdiction that would constitute a public offering of the Token, or which would require Purchaser or any other person or entity, including but not limited to the Company, to submit any filing to, or take any action to register the Token with, any governmental, regulatory or legal authority, or to perform any additional action in relation to the OilXCoin;
- (ii) to immediately inform the Company in the event any of the representations and warranties set forth herein would cease to be true and correct in all material respects;
- (iii) to comply with any sales and transfer restrictions set forth herein, including but not limited to Section 5.8, and not to undertake any offer, sale or transfer of the OilXCoins that would violate the provisions of the Agreement or the Terms of the OilXCoin;
- (iv) to provide copies of this Agreement and its schedule and exhibits to any person buying the OilXCoin from Purchaser and specifically inform such person that (x) the final terms of the Token have been or will only be notified to such person through the Company's website indicated in the Terms of the OilXCoin, (y) by buying the Token, Purchaser agrees to be bound by the provisions of the agreement and the Terms of the OilXCoin, including but not limited to any restrictions on transfer or the manner of offer and sale of the token, and (z) by holding any OilXCoin, such person

accepts to be so notified.

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 a OXC compatible wallet for the receipt of the Tokens, or depositing one type of digital asset to a wallet intended for another type of digital asset. The Company assumes no responsibility or liability in connection with any such misuse, regardless of whether the Company has indicated that such Wallet would be compatible with the Company Platform, or otherwise displayed logos, names, and instructions to this effect.

7.2. **Smart Contract.** The Company will exercise reasonable endeavors to have its smart contract technology audited and approved by technical experts with regard to both accuracy and security of the underlying code. However, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory, and reputational risks. Accordingly, while any audit conducted may raise the level of security and accuracy of the smart contract technology, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the smart contract technology and/or OilXCoins 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 OilXCoins.

7.3. **Indemnity.** THE COMPANY SHALL NOT BE LIABLE TO PURCHASER, AND 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. INsofar AS TASKS ARE ASSIGNED TO THIRD PARTIES, THE COMPANY’S RESPONSIBILITY SHALL BE LIMITED TO THE CAREFUL SELECTION AND INSTRUCTION OF THE THIRD PARTIES.

Limitation of Liability. THE COMPANY’S LIABILITY IS LIMITED IN ALL CASES (CONTRACTUAL AND NON-CONTRACTUAL LIABILITY) TO LIABILITY FOR WILFUL MISCONDUCT AND GROSS NEGLIGENCE. 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 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 PURCHASER ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR FROM 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 PURCHASER.

7.4. **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 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) 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.

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

8.3. **No Rights as Stockholder.** 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 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.

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

8.5. **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.

8.6. **Governing Law.** This TPA and any action related thereto will be governed by Swiss law to the exclusion of the conflict of laws provisions of Swiss international private law and the UN Convention on Contracts for the International Sale of Goods.

8.7. **Dispute Resolution**

- (i) **Binding arbitration (if you are not a Consumer)**. Except if you are Consumer; this Agreement, and all rights and obligations hereunder, shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability in accordance with Swiss law. of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled exclusively by arbitration to be held in Zug, Switzerland which shall be administered in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those rules (the “Arbitration Rules”), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Switzerland in any such arbitration. There shall be three (3) arbitrators, one of whom shall be selected by each party. The third arbitrator shall be determined by mutual consent by the parties who shall be qualified to practice law in Switzerland. The arbitration shall be conducted in German. The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties. Judgment may be Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out entered on the arbitration tribunal’s decision in any court having jurisdiction. The Parties shall each pay an equal share of the costs and expenses of such arbitration, and each Party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable costs and attorney fees. The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits.
- (ii) **Dispute Process for Consumers.** If you are a Consumer, you and the Company each irrevocably submit with respect to any Dispute arising out of or related to these Terms to the nonexclusive jurisdiction of the Swiss courts.

8.8. **Additional Assurances.** 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.

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

8.10. **Confidentiality.** For purposes of this Agreement, “Confidential Information” means all information disclosed, distributed or disseminated (whether in writing, orally, electronically or by other means) to it or its representatives, agents or advisors, by the Company, or otherwise as a result of such Purchaser’s purchase of Tokens (including, without limitation, any information about the Company, its assets and affairs, this Agreement and any related agreement or documents referred to herein, and information related to the development of the xx network and its existing users and projects).

A. Purchaser acknowledges and agrees that the Company has advised Purchaser that (i) the Company derives independent economic value from the Confidential Information not being generally known, (ii) the Confidential Information is the subject of reasonable efforts to maintain its secrecy, and (iii) consequently, the Company considers such Confidential Information to be a trade secret. In the event that the Company does give its written consent to a disclosure of any Confidential Information, the form and content of such disclosure shall be subject to the prior written approval of the Company. Purchaser acknowledges the Company’s belief that the Confidential Information includes trade secrets of the Company and that the release of any such Confidential Information would cause competitive harm to the Company and its business. Purchaser agrees to hold in confidence, and not to disclose, distribute or disseminate (whether in writing, orally, electronically or by other means) to any third party without the consent of the Company, all Confidential Information.

B. With respect to Purchaser, the obligation to maintain the Confidential Information in confidence shall not apply to any Confidential Information (i) that becomes publicly available (other than by reason of a disclosure by Purchaser), (ii) the disclosure of which by Purchaser has been consented to by the Company in writing, or (iii) the disclosure of which by Purchaser is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before Purchaser discloses Confidential Information pursuant to sub-clause (iii), Purchaser shall promptly, and in any event prior to making any such disclosure, notify the Company of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Confidential Information so that the Company may seek a protective order or other remedy to protect the confidentiality of the Confidential Information and shall otherwise cooperate with the efforts of the Company to obtain a protective order or other remedy to protect the Confidential Information. If a protective order or other remedy cannot be obtained, Purchaser shall disclose only that Confidential Information that its counsel advises in writing (which writing shall also be addressed and delivered to the (Company) that it is legally required to disclose.

C. Purchaser shall promptly inform the Company if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it (or any of its equity holders) will, or might become compelled to, use the Confidential Information other than as contemplated above or disclose Confidential Information in violation of the confidentiality restrictions. In addition to any other remedies available at law, Purchaser agrees that the Company shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order (without the necessity of proving damages or posting a bond or other security), as a remedy for any failure by Purchaser to comply with its obligations with respect to the use and disclosure of Confidential Information, as set forth herein. Purchaser agrees to cooperate with such procedures and restrictions as may be developed by the Company from time-to-time in connection with the disclosure of nonpublic information concerning the Company and its affairs, as determined by the Company to be reasonably necessary and advisable to maintain and promote compliance with legal and other regulatory matters applicable to the Company, including securities laws and regulations. The provisions of this clause shall survive the Transfer (as defined below) of any Token by Purchaser and shall be enforceable against Purchaser after such Transfer.

8.11. **Personal Data.** Pursuant to compliance with applicable laws, the Company may request such information from time to time such as a) your identity; b) your address; c) the source of your wealth; d) the source of funds used for the purposes of purchasing OilXCoins; and/or e) any other documents or data from which you can be identified (together, your “**Personal Data**”). By accepting these Terms, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law. We will process the Personal Data of Purchaser in accordance with the new Swiss Federal Act on Data Protection and General Data Protection Regulation (GDPR) (together, “**Data Protection Regulations**”), which entered into force on September 1, 2023 and May 25, 2018 respectively. 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 OilXCoins 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 Company’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.

8.12. **Force Majeure.** Without limitation of anything else in this TPA, the Company shall not be liable or responsible to 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; (e) technical problems not caused by the Company, in

particular system failures, or which are the result of measures taken by the authorities in Switzerland or abroad; or (f) action by any Governmental Authority. The Company shall not be liable for losses resulting from technical problems or the partial or complete failure of IT equipment or IT systems used by third parties or in the event of data transmission errors. Furthermore, the Company shall not be liable for any indirect or consequential losses, including, without limitation, lost profits or loss of earnings, unrealized savings and additional expenses, regardless of the legal grounds.

8.13. **Payments**. The Company from time to time may provide returns to OilXCoin holders in accordance with the PPM. The Company may provide options for those payments in USDC, fiat wire transfer or in additional tokens as selected by the token holder. The Company reserves the right to provide the options, if any, available at any and all instances of provided return payments.

[signature page follows]

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

DeXentra GmbH

By: _____

Name: Johannes Kuri

Title: CEO

Email: johannes.kuri@oilxcoin.io

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

Wallet Receipt Address: _____

[Signature Page to Token Purchase Agreement]

Exhibit A

Jurisdictional Restrictions¹

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 OilXCoins 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.

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