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YOU WILL NOT BE ENTITLED, AS A HOLDER OF THE SECURITIES AND ANY TOKENS ISSUABLE HEREUNDER, 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 PURCHASE 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, THE RECEIPT OF WHICH YOU HEREBY ACKNOWLEDGE, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.**

## SIMPLE AGREEMENT FOR FUTURE EQUITY AND TOKENS.

This Simple Agreement for Future Equity and Tokens (the "**SAFE-T Agreement**") is made and entered into on [ ] by and between Emeroth Studios Ltd., a limited liability company duly organized and existing under the laws of British Virgin Islands, with its headquarters P.O. Box 3159, Road Town, Tortola, British Virgin Islands, company number 2160039, duly represented by Florin Mitu, in his capacity as director of the company (the "**Company**"), and the undersigned purchaser ("**Investor**" and together with the Company, the "**Parties**" and individually a "**Party**").

This SAFE-T Agreement is issued by the Company in connection with the offering (the "**Offering**") of Equity and Tokens by the Company via a series of agreements on substantially similar terms to this SAFE-T Agreement. Investor acknowledges that SAFE-T Agreements 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. The Parties acknowledge the rapidly evolving nature of blockchain technology and digital assets, and they agree to collaborate in advancing the Company's ecosystem and ensuring mutual benefits through Equity and Token allocations as specified in this SAFE-T Agreement.

### WHEREAS,

(A) the Company is engaged in developing web3 games that integrate digital tokens for NFT trading and rewards mechanisms, providing unique opportunities within its ecosystem;

(B) the Company seeks to raise capital to finance its business operations, including the design, development, and issuance of Tokens, and the expansion of its platform functionalities;

(C) the Investor desires to participate in the Company's growth by providing funds in exchange for rights to receive Equity and Tokens under the terms of this SAFE-T Agreement;

(D) the Parties understand and accept the speculative nature of the investment, including the risks inherent in early-stage technology ventures and the evolving regulatory landscape applicable to digital assets and equity investments;

**NOW, THEREFORE**, in consideration of the mutual promises, representations, and warranties set forth in this SAFE-T Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

#### **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.

#### **Anti-Money Laundering Laws**

means the applicable laws, rules and regulations of all jurisdictions in which the Investor 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.

<b>Applicable Laws</b>	means any law, statute, regulation, code, ordinance, norm, court decision, order, decree of British Virgin Islands or any other normative or administrative act applicable in British Virgin Islands or any other decision enacted by or requirement or recommendation issued by a public authority or any interpretation or application of the above by a public authority, provided that any of the above has a binding effect by itself.
<b>Company's Group</b>	means the Company and any of its parent companies, subsidiaries, affiliates, or other entities under common control with the Company.
<b>Company Wallet</b>	means the cryptocurrency wallet in which the Investor must send the Investment Amount, in exchange for the future Tokens and Equity.
<b>Designated Wallet</b>	means the cryptocurrency wallet, chosen by the Investor for paying the Investment Amount and for receiving the Tokens.
<b>Equity</b>	means the ownership interest in the Company represented by preference shares, which entitles the Investor to certain rights, including dividends, voting rights, and participation in the Company's proceeds upon liquidation, sale, or other events as specified in this SAFE-T Agreement.
<b>Governmental Authority</b>	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.
<b>Investment Amount</b>	means the total monetary contribution provided by the Investor under this SAFE-T Agreement, specified in USD and payable in USDC, in exchange for Equity and Tokens as set forth herein.
<b>Liquidity Event</b>	means an event triggering the conversion of the Investor's rights into Equity or proceeds, including but not limited to an acquisition, merger, initial public offering (IPO), or other sale of the Company or its assets.
<b>Nominated Entity</b>	means (i) any affiliate of the Company, (ii) any subsidiary or parent of the Company, or (iii) any other person (including any foundation formed by or with the cooperation of the Company) that (a) receives a license or assignment of any material intellectual property from the Company (including, without limitation, any trademarks owned by the Company) and uses such intellectual property to effect a sale or other issuance of Tokens; (b) uses intellectual property that the Company has released under any free software or open source license to effect a sale or other issuance of Tokens, and any officer or key employee of the Company is rendering (or has rendered) material services to such person, or (if an entity) any officers or key employees of the Company owns a direct or indirect interest in such person; or (c) is designated or otherwise granted rights by the Company or an

affiliate to such person to administrate, manage or operate (in lieu of the Company or such affiliate) any Protocol.

- Platform** means any technical infrastructure in which the Token will be integrated by anybody, including but not limited to the web3 games.
- Protocol** means any blockchain-based network protocol, platform or application (including any blockchain-based network of smart contracts or smart contract participants) created, developed, operated or managed by, or based upon, or incorporating material portions of any intellectual property developed, owned or exclusively licensed by the Company or any Nominated Entity.
- Qualified Financing** means a bona fide equity financing event in which the Company raises at least USD\$120,000 (excluding any SAFTs, SAFE-Ts, SAFEs, or other convertible securities converting pursuant to the equity financing) in new capital from third-party investors, excluding debt financing, grants, or other non-equity funding mechanisms.
- SAFE-T Agreement** means this Simple Agreement for Future Equity and Tokens, including all exhibits, schedules, and amendments thereto.
- TIE Date** Such date as determined by the Company, which may be modified by the Company in its sole discretion.
- Token** means EMER Tokens.
- Token Integration Event (TIE)** means the event during which the Company issues and distributes Tokens to the Investor and other participants in accordance with the terms of this SAFE-T Agreement. The TIE marks the commencement of Token availability within the Platform.
- USDC** means USD Coin (\$USDC), a cryptocurrency pegged to the value of the United States Dollar (USD), commonly referred to as a stablecoin, which the Investor shall use to transfer the Investment Amount to the Company.

## 2. INVESTMENT TERMS

2.1. Subject to the terms of this SAFE-T Agreement, the Investor hereby agrees to contribute the Investment Amount as indicated on the signature page hereto.

2.1.1. **Equity Allocation:** In consideration of the Investment Amount, the Investor shall be entitled to a fixed Equity allocation equal to one percent (1%) of the total issued and outstanding equity of the Company, measured as of immediately prior to any conversion under Section 3.1, for every One Hundred Twenty Thousand U.S. Dollars (USD\$120,000) of Investment Amount, up to a maximum allocation of five percent (5%) of such issued equity (corresponding to an aggregate investment amount of Six Hundred Thousand U.S. Dollars (USD\$600,000)). The Equity allocation shall be proportionately adjusted based on the same rate of one percent (1%) for every One Hundred Twenty Thousand U.S. Dollars (USD\$120,000) invested.

2.1.2. **Token Allocation:** Subject to the vesting schedule outlined in Section 4.2:

Token Name:	EMER Token
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Number of Investor Tokens:	As set forth on the signature page hereto
Total Token Supply:	10,000,000,000 Tokens
Total Supply for this Offering:	500,000,000 Tokens
Price per Token:	\$0.0012 per Token
Issuance Schedule	Section 4.2

2.2. Notwithstanding any other provision in this SAFE-T Agreement:

2.2.1. The Company reserves the right to implement any corporate restructuring measures (including, but not limited to, stock splits, reverse stock splits, or recapitalizations) that may proportionally adjust the Investor’s equity or any future equity holders’ stake, without breaching this SAFE-T Agreement or requiring the Investor’s prior consent.

2.2.2. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Investor’s investment in whole or in part, along with this SAFE-T Agreement for any reason or for no reason. Without limiting any of the foregoing, the valid execution of this SAFE-T Agreement shall be conditioned upon the following terms being met: (i) Investor’s completion of the purchase commitment process on the online platform maintained by ODB, providing technical services which allow the online hosting of this Offering; and (ii) the Company counter-signing this SAFE-T Agreement.

2.2.3. Investor covenants and agrees to pay the Investment Amount to the Company on or about the date of this SAFE-T Agreement, and in any case no later than two business days after the date hereof. Investor acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this SAFE-T Agreement, the Equity and Tokens in the event that Investor does not deliver to the Company its signature page to this SAFE-T Agreement or the Investment Amount, in each case within two business days of the date of this SAFE-T Agreement.

2.3. Investor acknowledges and agrees that it is required to meet certain requirements to participate in this Offering, including the Investor’s status as an “Accredited Investor”, as defined under Regulation D under the Act as well as compliance with the terms set forth herein.

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

- (a) any bank as defined in Section 3(a)(2) of the 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).

Investor acknowledges and agrees that, in the event the Company determines that Investor does not meet the Company’s requirements for investors hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this SAFE-T Agreement and the Equity and Tokens, notwithstanding Investor’s compliance with the terms set forth herein, delivery of the Investment Amount to the Company, or that the Company may have delivered a signature page to this SAFE-T Agreement.

### **3. EQUITY TERMS**

- 3.1. The Equity allocation under this SAFE-T Agreement shall convert into issued Equity upon the earliest of the following:
- 3.1.1. the occurrence of a Qualified Financing, as defined in this SAFE-T Agreement; or
  - 3.1.2. a Liquidity Event, including a merger, acquisition, sale of substantially all assets, or an initial public offering (IPO).
- 3.2. The Company reserves the right to defer or deny the issuance of Equity if such issuance is likely to contravene the Applicable Laws, with the Investor bearing the cost of compliance. Additionally, in the event that new or existing regulatory requirements necessitate further compliance measures, the Company may at its sole discretion require the Investor to provide additional documentation or

- certifications, and the issuance of Equity shall remain suspended until such requirements are fulfilled to the Company's satisfaction.
- 3.3. The Investor shall have voting rights proportionate to their Equity, subject to the Company's organizational documents and Applicable Laws.
  - 3.4. The Investor shall be entitled to receive dividends on their Equity, if and when declared by the Company's board of directors, in accordance with the rights of other shareholders and the Company's dividend policy.
  - 3.5. In the event that any majority shareholder of the Company proposes to sell their shares to a third party, the Investor shall have the right to participate in such sale on a pro-rata basis and on identical terms and conditions.
  - 3.6. The Investor agrees to sell their shares in the Company if required by a majority of the Company's shareholders or in accordance with any applicable drag-along provisions set forth in the Company's organizational documents.
  - 3.7. Except as otherwise provided in this SAFE-T Agreement, the Investor acknowledges and agrees that their Equity may be subject to dilution in connection with future financing rounds, employee stock option plans, or other issuances of equity.
  - 3.8. The Investor's shares shall be subject to any transfer restrictions set forth in the Company's articles of association, including pre-emptive rights, rights of first refusal, and any other conditions imposed by the Company's other governing documents, as well as Applicable Laws.
  - 3.9. The issuance of Equity to the Investor shall be conducted in compliance with all Applicable Laws, including but not limited to the requirements of the jurisdiction in which the Company is organized and operates.
  - 3.10. The Investor agrees to execute any shareholder agreements, voting agreements, or other documentation reasonably required by the Company to finalize their Equity allocation. If the Investor fails to execute the required documentation within thirty (30) days of the Company's request, the Company may suspend the issuance or transfer of the Investor's equity allocation until compliance is achieved. If the Investor fails to comply within an additional thirty (30) days following suspension, the Company may terminate this SAFE-T Agreement, and the Investor shall forfeit any rights to equity allocation under this SAFE-T Agreement.
  - 3.11. Upon the issuance of Equity to the Investor, the Company shall provide an updated capitalization table or equivalent documentation reflecting the Investor's ownership percentage and the Company's fully diluted equity structure.
  - 3.12. Except as expressly provided in this SAFE-T Agreement or required by Applicable Laws, the Investor shall have no rights to inspect the Company's accounts, books, or records, nor any rights to receive additional information about the Company's business operations, financial performance, or other proprietary data, beyond what is publicly disclosed or what is voluntarily shared by the Company.

#### **4. TOKEN TERMS**

- 4.1. In consideration of the Investment Amount, the Investor shall be entitled to receive that number of Tokens equal to the quotient of the Investor's Investment Amount as indicated on the signature page hereto divided by the Price per Token. For the avoidance of doubt, the Company may round down the number of investor Tokens to two (2) decimal places.
- 4.2. Upon the TIE, the Investor shall receive an initial allocation of **17.5% of the purchased Tokens**. The remaining **82.5% of the purchased Tokens** shall vest on a monthly, pro-rata basis over an additional

period of **Six (6) months**. Vesting is contingent upon the Company's ongoing ability to maintain its ecosystem and fulfil its obligations as described in this SAFE-T Agreement. The Company may adjust or pause the vesting schedule only if required for compliance with Applicable Laws or court orders, or to prevent a material adverse effect on the Company's business. Any such adjustment shall be made after consent from the Investor with reasonable written notice to the Investor, explaining the basis for the adjustment.

- 4.3. In the event of a Liquidity Event, such as a merger, acquisition, or sale of substantially all assets of the Company, all unvested Tokens shall vest immediately and become distributable to the Investor.
- 4.4. The Tokens are intended to function as a utility token within the Platform, granting the Investor access to services, features, or rewards as defined by the Company. The Tokens shall not confer any ownership, governance, or decision-making rights in the Company. The Company may adjust the functionality of the Tokens provided such changes do not interfere with the main purpose of this agreement, which is for the Investor to receive the Tokens.
- 4.5. The Company will use substantially all the Investment Amount and the Investment amount of the other SAFE-Ts to web3 games contemplated on the date hereof and take other actions to further development and use of that web3 games.
- 4.6. If the Company increases the total supply of Tokens to a number greater than 10,000,000,000, then the Price per Token shall be adjusted by dividing the price per token by the quotient of the new total supply of Tokens over the total supply of Tokens expected at the time of this SAFE-T Agreement.
- 4.7. The Investor acknowledges that the transfer, sale, or disposal of Tokens may be subject to restrictions under Applicable Laws, including but not limited to Anti-Money Laundering Laws, securities laws, and data privacy laws. The Investor agrees not to use the Tokens for speculative purposes, such as market manipulation, arbitrage, or other activities that could harm the integrity of the Token ecosystem. The Investor acknowledges that Tokens may become non-functional or obsolete due to changes in technology, market conditions, or Applicable Laws.
- 4.8. The Investor expressly acknowledges and agrees that:
  - 4.8.1. The Investor irrevocably waives any and all claims, demands, or causes of action against the Company, its affiliates, directors, officers, or employees arising out of or relating to:
    - (i) The market value or performance of the Tokens after issuance;
    - (ii) Any loss of value, marketability, or usability of the Tokens due to factors beyond the Company's control, including regulatory or market developments; and
    - (iii) Any decisions by the Investor to purchase, hold, or sell the Tokens.
  - 4.8.2. This waiver shall apply to all claims whether arising under contract, tort, statute, or any other legal theory, except in cases of proven gross negligence or wilful misconduct by the Company. The Investor further agrees to indemnify and hold the Company harmless against any third-party claims related to the Investor's acquisition, holding, or disposal of Tokens, except in cases of proven gross negligence or wilful misconduct by the Company.
- 4.9. The Company reserves the right, at its sole discretion, to delegate the issuance and distribution of Tokens to another entity within the Company's Group (the "**Issuing Entity**"). The Investor acknowledges and agrees that the Issuing Entity shall be responsible for issuing and distributing Tokens in accordance with the terms of this SAFE-T Agreement, and that such issuance shall fully satisfy the Company's obligations regarding Token allocation. The Investor further agrees that: (i) any claims, disputes, or enforcement actions relating to the Tokens shall be directed solely to the Issuing Entity;

and (ii) The Company shall bear no liability for any delays, defects, or non-performance by the Issuing Entity, except as expressly provided in this SAFE-T Agreement.

- 4.10. In connection with, as a condition to, and prior to each delivery of Tokens by the Company to the Investor pursuant to this Section 4, and in each case unless waived in writing by the Company:
  - 4.10.1. The Investor will execute and deliver to the Company any and all transaction documents related to this SAFE-T Agreement and the delivery of the Tokens as are reasonably requested by the Company, including documentation to verify Investor's status as an "**Accredited Investor**" (as defined in Rule 501(a) of Regulation D under the Act);
  - 4.10.2. The Investor will provide to the Company the Designated Wallet to which the Investor's Tokens will be delivered;
  - 4.10.3. The Investor will complete and deliver all AML and KYC Forms requested by the Company from time to time, including after the date of this SAFE-T Agreement; and
  - 4.10.4. The Investor 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 4 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 the Investor fails to meet any of the conditions above, the Company may hold the Tokens deliverable hereunder in escrow until such conditions are met; *provided, however*, once such conditions are met, the Tokens shall be released from escrow and delivered to the Investor's Designated Wallet in accordance with the terms herein. For the avoidance of doubt, the Tokens shall not be deemed delivered unless and until the Tokens are delivered to the Investor's Designated Wallet.

## 5. EQUITY AND TOKEN ALLOCATION TIMELINES

### *Equity Allocation Process*

- 5.1. The Company shall record the Investor's equity allocation in its official share register or equivalent documentation within ninety (90) days of a Qualified Financing event.
- 5.2. The Company shall provide the Investor with a written confirmation of the equity allocation, including the updated shareholding structure, the Investor's total ownership percentage, and any applicable restrictions or conditions associated with the equity.
- 5.3. The Company agrees to issue share certificates or provide equivalent electronic proof of ownership, where applicable, promptly after recording the allocation.

### *Token Allocation Process*

- 5.4. Tokens allocated to the Investor shall be distributed in accordance with the vesting schedule outlined in Section 4.2.
- 5.5. ERC-20 compatible wallets are the only wallets compatible with and able to receive the Tokens.
- 5.6. In the event of unforeseen delays in Equity or Token allocation, the Company shall provide the Investor with a written explanation, including a proposed corrective action plan and estimated timeline for resolution.

- 5.7. The Investor is solely responsible for ensuring the security of their Designated Wallet. The Company shall not be liable for any loss, theft, or unauthorized access to Tokens after distribution.
- 5.8. The Investor acknowledges and agrees that they are solely responsible for any tax liabilities arising from the receipt, holding, or disposal of Tokens, including but not limited to income tax, capital gains tax, or value-added tax (VAT).
- 5.9. The Company reserves the right to amend or modify the functionality of the Tokens or related obligations under this SAFE-T Agreement to ensure compliance with changes in Applicable Laws.

## **6. PAYMENT TERMS**

- 6.1. The Parties hereby agree that the Investment Amount shall be transferred by the Investor in USDC, at a conventional exchange rate of 1USDC=USD\$1. Payment will not be accepted in BTC, ETH, or any other form of cryptocurrency payment. Any payments in unaccepted currencies or other unaccepted methods of transfer will be rejected. The Company will not accept payment by any fiat currency, including, for the avoidance of any doubt, United States dollars, whether by wire, automated-clearing house or otherwise.
- 6.2. The transfer of the due Investment Amount shall be performed on or about the date of this SAFE-T Agreement, and in any case no later than two business days after the date of this SAFE-T Agreement, in the Company's Wallet.
- 6.3. The transfer of the Investment Amount must be performed exclusively by the Investor, entirely only from the Designated Wallet pertaining exclusively to the Investor. It is forbidden to perform the payment through a third party in the name of or for the benefit of the Investor or using a cryptocurrency wallet not belonging to the Investor. Failure to observe such requirements shall automatically trigger the termination for breach of the SAFE-T Agreement and the Investment Amount will be returned.
- 6.4. If the Company does not receive the Investment Amount by the date established as per Section 6.2, and such a breach is not cured within a 5-day period from the notice of default by the Company, the SAFE-T Agreement shall be automatically terminated for breach and any Investment Amount received after this date shall be returned to the Investor.
- 6.5. All costs incurred with the effective first delivery of the Tokens, namely the transfers of such Tokens from the Company to the Investor's Designated Wallet shall be covered by the Company. Following the receipt of the Tokens, the Company shall not bear any costs for the further transfers of the Tokens by the Investor.
- 6.6. If a purchase is rejected for any reason, a refund of the purchase price will be made in \$USDC, and such refunds will be based upon the USD-denominated value of the Investment Amount only. Investors in the Offering will not have the right to revoke their purchase at any time. The ODB administrative fee paid in the original purchase will not be refunded.

## **7. REPRESENTATIONS AND WARRANTIES**

### *Representations and Warranties of the Company*

- 7.1. The Company represents and warrants to the Investor as follows:
  - 7.1.1. The Company is a company limited by shares duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

### *Representations and Warranties of the Investor*

- 7.2. The Investor represents and warrants to the Company as follows:

- 7.2.1. The Investor has full legal capacity, power, and authority to enter into this SAFE-T Agreement and perform its obligations hereunder. This SAFE-T Agreement, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, 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.
- 7.2.2. This SAFE-T Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by Investor's execution of this SAFE-T Agreement, the Investor hereby confirms, that the Equity and Tokens to be acquired by Investor will be for Investor's own account and not with a view to any resale or distribution in violation of Applicable Laws, and not as a nominee or agent. The Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this SAFE-T Agreement, the Investor further represents that the Investor does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Equity or Tokens. The Investor has not been formed for the specific purpose of acquiring the Equity or Tokens.
- 7.2.3. The Investor acknowledges and understands the speculative nature of this investment and the associated risks, including but not limited to:
- (i) The potential loss of the entire Investment Amount.
  - (ii) The uncertainty of future valuations or liquidity events.
  - (iii) The potential regulatory changes that could impact the Tokens or the Company's business.
- 7.2.4. The Investor acknowledges that it has been advised to seek independent legal, tax, and financial advice regarding this SAFE-T Agreement and the associated risks. The Investor has sufficient knowledge, experience, and financial resources to evaluate the merits and risks of the investment and has relied solely on its own advisors in making its decision to enter into this SAFE-T Agreement. The Investor is able to incur a complete loss of such investment without impairing the Investor's financial condition, and is able to bear the economic risk of such investment for an indefinite period of time. The Investor has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the Offering with the Company's representatives. The Investor 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.
- 7.2.5. All information provided by the Investor to the Company is true, accurate, and complete in all material respects.
- 7.2.6. The Investor is solely responsible for any tax liabilities arising from the receipt, holding, or disposal of Equity or Tokens under this SAFE-T Agreement.
- 7.2.7. The Investor understands that the Equity and Tokens have not been, and will not be, registered under the Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the 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 Investor's representations as expressed herein. The Investor understands that the Equity and Tokens constitute "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Investor must hold the Equity and Tokens indefinitely unless they are registered with the U.S. Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that the Company has no obligation to register or qualify the Equity and Tokens for resale, and exemptions from registration and qualification may not be available or may not permit the Investor to transfer all or any of the Equity and Tokens in the amounts or at the times proposed by the Investor. The Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Equity and Tokens, and on requirements relating to the Company which are outside of the Investor's control, and which the Company is under no obligation and may not be able to satisfy. The Investor 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 Investor has also been advised that this SAFE-T Agreement has not been approved for trading by the Commodity Futures Trading Commission. The Investor represents that it is not purchasing this SAFE-T 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 Commodity Exchange Act. The Investor 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 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 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.

- 7.2.8. The Investor understands that no public market now exists for the Equity and Tokens; that the Company has made no assurances that a public market will ever exist for the Equity and Tokens; and that the Company is under no obligation to register or qualify the Equity and Tokens for resale under the laws of any Governmental Authority.
- 7.2.9. Investor states that Investor is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Act. The Investor hereby confirms that it has taken reasonable steps to verify that such Investor is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Act.
- 7.2.10. Neither (i) the Investor, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any Company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities of the Investor (in accordance with Rule 262 of the Act) is subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Act (a "**Investor Event**"), and there is no proceeding or investigation pending or, to the knowledge of Investor, threatened by any governmental authority, that would reasonably be expected to become the basis for an Investor Event.

- 7.2.11. The Investor understands that this SAFE-T Agreement and any Equity and Tokens issuable in respect hereof shall be deemed to bear any the following legends and any other legend required by the securities laws of any jurisdiction to the extent such laws are applicable to the Equity and Tokens represented by the certificate so legended (and even without any such legend, the following restrictions shall apply):

THIS SECURITY AND ANY EQUITY (THE “**EQUITY**”) AND TOKENS (THE “**TOKENS**”) WHEN ISSUED PURSUANT TO IT, HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**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 (A) IT IS AN “ACCREDITED INVESTOR” (AS DEFINED IN REGULATION D UNDER THE 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 ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

HEDGING TRANSACTIONS INVOLVING THE EQUITY AND TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

THE HOLDER OF ANY EQUITY AND TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH EQUITY AND TOKENS, ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO 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 ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR 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 SAFE-T AGREEMENT 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 THE EQUITY, TOKEN OR INTERESTS 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 THE EQUITY, *TOKEN* OR INTEREST 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 Equity and Tokens is in compliance with the Act and any applicable state or foreign securities laws. Investor hereby agrees that, to enforce the restrictions set forth in this SAFE-T Agreement, the Company may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.

- 7.2.12. 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. INVESTOR SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCY IS SUITABLE FOR THE INVESTOR IN LIGHT OF THEIR FINANCIAL CONDITION. Investor acknowledges that it has carefully read and reviewed the Private Placement Memorandum provided to the Investor in connection herewith, the receipt of which is hereby acknowledged. Investor understands that the Equity and Tokens involve risks, all of which the Investor fully and completely assumes, including, but not limited to, the risks that (i) the technology and economic models associated with the Company's technology will not function as intended; (ii) the Company's technology will fail to attract sufficient interest from developers; (iii) the Company's technology may not be fully developed and may never be released; (iv) the Company and/or third parties involved in the development of the Company's technology may be subject to investigation and punitive actions from Governmental Authorities; and (v) those other risks as detailed in that certain Private Placement Memorandum provided to the Investor in connection herewith. Investor understands and expressly accepts that the Equity will be delivered, and Tokens will be created and delivered to the Investor at the sole risk of the Investor on an "AS IS" and "UNDER DEVELOPMENT" BASIS. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUITY AND 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, INVESTOR 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, INVESTOR 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. INVESTOR IS NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE COMPANY, ODB OR ANY OTHER THIRD-PARTY, AND INVESTOR HAS MADE INVESTOR'S OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE EQUITY AND TOKENS IS SUITABLE AND APPROPRIATE FOR INVESTOR.

- 7.2.13. Investor represents that Investor is satisfied as to the full observance of the laws of Investor's jurisdiction in connection with this SAFE-T Agreement, including (a) the legal requirements within the Investor's jurisdiction for the purchase of Equity and the Tokens, if and when issued in accordance to the terms hereunder, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Equity and Tokens. The Investor's purchase and payment for and continued beneficial ownership of the Equity and Tokens will not violate any applicable laws of the Investor's jurisdiction.
- 7.2.14. Neither the Investor, 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 SAFE-T Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Investor further represents and warrants that, if applicable, the Investor: (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.
- 7.2.15. The Investor further represents, warrants, and agrees as follows:
- (i) No payment or other transfer of value to the Company shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti- money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("**OFAC Regulations**").
  - (ii) No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non- cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Investor 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 Equity and Tokens before, and from time to time after, the date of this SAFE-T Agreement.

- 7.2.16. All payments or other transfer of value to the Company by the Investor 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 Investor is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of the Equity and 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.
- 7.2.17. The Investor will provide to the Company any information that the Company from time to time determines to be necessary or appropriate (a) to comply with Anti-Money Laundering Laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the identity and or source of funds of the Investor 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 Investor understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Investor that the information has been so provided. The Investor further understands and agrees that any failure on their part to comply with this Section 7.2.17 would allow the Company to terminate this SAFE-T Agreement and require the forfeiture of any Equity and Tokens previously delivered to the Investor.
- 7.2.18. The Investor acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law, a suspicious activity report (“**SAR**”) or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Investor acknowledges that the Company is prohibited by law from disclosing to third parties, including the Investor, any SAR filing itself or the fact that a SAR has been filed.
- 7.2.19. The Investor understands and agrees that, even if the Company is not obligated to comply with any U.S. anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Investor agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.
- 7.2.20. INVESTOR ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, TRANSFERRING OR OTHERWISE USING THE EQUITY AND TOKENS IN ANY WAY. INVESTOR HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE EQUITY AND TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) THE COMPANY HAS NOT

PROVIDED INVESTOR WITH ANY TAX ADVICE, AND (C) INVESTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES (INCLUDING VAT, IF ANY), CHARGES, LEVIES, ASSESSMENTS AND OTHER FEES OF ANY KIND RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, TRANSFER OR OTHER USE OF THE TOKENS AND EQUITY.

**7.2.21. Additional Warranties.**

- (i) The acceptance of these terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Investor's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgement, decree or order imposed on the Investor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Investor is a party or by which the Investor is bound;
- (ii) Investor warrants it is not a statutory corporation, governmental or semi-governmental authority;
- (iii) Investor 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) Investor has obtained sufficient information about the potential future utility of Tokens to make an informed decision to participate in the Offering pursuant to these terms;
- (v) Investor understands that Tokens confers only a limited potential future right or expectation to use and interact with the Platform as more particularly described on the Platform, and that Tokens confer no other rights of any kind with respect to the Company and/or the 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 Investor is an individual, Investor is at least 18 years of age, Investor 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 Investor is making a contribution for the acquisition of Equity and 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 Investor is making a contribution for the purchase of Equity and Tokens for or on behalf of an entity or person, Investor 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 "Investor", "your" or "you" is a reference to the entity or person on whose behalf you are authorized to make a contribution); and
- (ix) Investor is making a contribution for the purchase of Equity and Tokens to potentially use and interact with the Platform at a future point in time. Investor is 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.

**8. LIQUIDITY PRIORITY**

- 8.1. In the event of a Liquidity Event as defined in this Agreement, and subject to the conversion of the SAFE-T into Equity pursuant to Section 3, the Investor shall be entitled to receive proceeds from such Liquidity Event in the following priority:
  - 8.1.1. first, to satisfy the Company's debts, obligations, and liabilities, including amounts owed to creditors.
  - 8.1.2. second, to the holders of convertible securities, including this SAFE-T, in an amount equal to their pro-rata share of proceeds, assuming full conversion into equity.
  - 8.1.3. third, to the holders of preferred shares, in accordance with their liquidation preferences, if applicable.
  - 8.1.4. finally, to the holders of common shares, in accordance with their pro-rata ownership of the Company's equity.
- 8.2. The Investor acknowledges that proceeds received under this clause shall fully satisfy their entitlement under the SAFE-T, and the Investor shall not be entitled to any additional equity, Tokens, or rights from the Company as a result of the Liquidity Event.

## **9. FORCE MAJEURE**

- 9.1. In this SAFE-T Agreement, "**Force Majeure Event**" means extraordinary events or circumstances which neither Party could either foresee or prevent by reasonable means including but not limited to natural calamities, war, revolution, riot, civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination.
- 9.2. Each Party shall be relieved of liability for partial or complete failure to perform its obligations under this SAFE-T Agreement if such failure was due to Force Majeure Events arising after the execution of this SAFE-T Agreement provided that such relief from liability shall only relate to those obligations directly affected by such Force Majeure Events and such relief shall only subsist for as long as such Force Majeure Events exist.
- 9.3. The Party relying on Force Majeure Events shall immediately upon occurrence of such circumstances notify the other Party in writing regarding the occurrence of the respective circumstances.
- 9.4. If either of the Force Majeure Events continues for more than 3 (three) months or at such time as it is reasonably anticipated that Force Majeure Events will continue for more than 3 (three) months, the Parties shall forthwith enter into negotiations and agree such modifications to this SAFE-T Agreement as are necessary to enable the Parties to continue performance of their obligations under this SAFE-T Agreement in a manner as close as possible to that originally intended.

## **10. CHANGE OF CIRCUMSTANCES**

- 10.1. A substantial change of circumstances from which the Parties proceeded in the conclusion of this SAFE-T Agreement, such as drop/increase of value of the Tokens on the market or change of corporate policy or financial status of either of the Parties shall not create a basis for amendment or termination of this SAFE-T Agreement by any Party to it.

## **11. LIMITATION OF COMPANY'S LIABILITY**

- 11.1. The Company and any of its affiliates shall, to the maximum extent permitted by Applicable Laws, not be liable to the Investor, whether in contract, tort, misrepresentation, breach of statutory duty, breach of fiduciary duty, restitution or otherwise, for any direct, indirect, consequential, special, exemplary or punitive damages or expenses including (without limitation), if and to the extent that they might otherwise not be included in the foregoing, loss of profit, loss of opportunity, loss of capital or business interruption, whether or not foreseeable, arising out of or in connection with:

- 11.1.1. The Investor’s entry into this SAFE-T Agreement or acquisition of the Tokens;
- 11.1.2. The Investor’s inability to receive or hold the Tokens on or after the TIE Date;
- 11.1.3. Unauthorised access of the Designated Wallet;
- 11.1.4. The Investor losing or misplacing its private keys or password to the Designated Wallet;
- 11.1.5. Any inaccuracy in the information provided by the Investor to the Company;
- 11.1.6. Any delay or failure to carry out its obligations under this SAFE-T Agreement arising from:
  - (i) Any difficulties or delays experienced in obtaining any authorisations required to distribute the Tokens;
  - (ii) Any difficulties or delays in the development of the technology or protocol required to distribute the Tokens;
  - (iii) Any Force Majeure Event; or
  - (iv) Any cause beyond the Company’s reasonable control.
- 11.2. All warranties or conditions, whether express, implied or statutory are, to the maximum extent permissible by Applicable Laws, expressly excluded from this SAFE-T Agreement, including, without limitation:
  - 11.2.1. any warranties of merchantability or fitness for a particular purpose; and
  - 11.2.2. any warranties as to the legitimacy, legality or classification of the Token under any Applicable Laws;
- 11.3. The Company shall not be liable in any way or in any event in respect of any claim under this SAFE-T Agreement if such claim was not made in the period commencing from the TIE Date to the date falling six (6) months after such Date (such period being the “**Claim Period**”). Any claim which has been made before the expiration of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against the Company and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon the Company.
- 11.4. Without prejudice to any of the foregoing, to the maximum extent permissible by Applicable Laws, the aggregate liability of the Company to the Investor, whether in contract, tort, misrepresentation, breach of statutory duty, breach of fiduciary duty, restitution or otherwise, shall not exceed USD 1,000. THE COMPANY SHALL NOT BE LIABLE TO THE INVESTOR, AND THE INVESTOR 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.
- 11.5. The Investor hereby understands and acknowledges the following:
- 11.6. The Tokens are not issued at the date of this SAFE-T Agreement, and the Company does not assume and guarantee any functionality, utility, profitability, volatility, value of them. Tokens may be used in

the ways and according to the functionalities or purposes to be available and to be offered within any Platform who decided to integrate them, if any. The Token is in the process of continuous improvement, and the Investor is understanding and expressly assuming this situation waiving any claim which may be raised regarding the functionalities of the Token and of any Platform who will decide to integrate the Token. The Company does not warrant any future functionality of the Tokens;

- 11.7. As any other cryptocurrency, the value of the Tokens will be volatile, varies according to supply and demand and may change / vary indefinitely (upwards and downwards), including between 0% and +/- 100% of their value established by this SAFE-T Agreement. The Company provides no assurance or guarantee as to the value of the Tokens in the future or as to whether any price determined on any secondary market that develops will be equal or higher to the initial unit price that the Tokens are purchased for under this SAFE-T Agreement. The Investor expressly assumes all related risks and losses that may arise;
- 11.8. Considering the high volatility of the value of any cryptocurrency, including of the Tokens after the issuing moment, under no circumstances may the Investor request the Company to redeem them, or the reimbursement of the price established under this SAFE-T Agreement;
- 11.9. The Tokens that are the object of this SAFE-T Agreement will be native Tokens, respectively from the native wallet or which were not owned by other person without connection with the Company, and by sending them to the Investor, the transaction will be registered in the blockchain, together with the Designated Wallet of the new owner, being impossible to delete these events later. Therefore, taking into account the fact that the transfer to the Investor has the effect of inseparably and irreversibly registering the Investor's Designated Wallet in the history of each Token, equivalent to their unsealing / personalization, the Investor will not be eligible for refund or redemption.
- 11.10. The Investor acknowledges and accepts the speculative nature of the Tokens, including the following:
  - 11.10.1. The Tokens are not guaranteed to hold or increase in value and may become non-functional, obsolete, or worthless due to changes in technology, market conditions, or Applicable Laws.
  - 11.10.2. The Company provides no assurances regarding the future market value, liquidity, or tradability of the Tokens, which may fluctuate significantly, including to zero.
  - 11.10.3. The delivery of the Tokens is performed at the Investor's exclusive risk. The Company shall not be liable for any loss, damage, or claims arising from changes in the value of the Tokens, including but not limited to market volatility, price drops, or regulatory restrictions.
  - 11.10.4. For the avoidance of doubt, the Company's liability is strictly limited to the effective delivery of the Tokens to the Investor's Designated Wallet, as specified in this SAFE-T Agreement, and excludes any claims related to value fluctuations or future Token functionality.
- 11.11. For the avoidance of doubt, the Company's liability shall exclusively cover only the damages regarding the effective delivery of the Tokens according with this SAFE-T Agreement, namely in the public address and shall exclude any other claims regarding any value variation of the Tokens or any loss of profit.
- 11.12. The Investor shall only enjoy the rights and privileges expressly granted by this SAFE-T Agreement and the specific performance remedy of the Investor shall mandatory prevail to any legal termination right.
- 11.13. For the avoidance of doubt, the Investor shall be responsible only for delivering the Tokens at the Designated Wallet established according to the provisions of this SAFE-T Agreement.
- 11.14. The Company's liability regarding the issuance and delivery of Tokens under this SAFE-T Agreement shall be limited to ensuring that an entity within the Company's Group is authorized to issue the Tokens.

The Company shall not be liable for: (a) Delays or non-performance by the Issuing Entity; (b) any loss of Token functionality caused by changes in the Issuing Entity's operations or technology; or (c) claims arising from the Investor's dealings with the Issuing Entity, except where the Company has acted with gross negligence or wilful misconduct.

- 11.15. Any claim or dispute arising under this SAFE-T Agreement 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 SAFE-T Agreement 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 Investor 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 SAFE-T Agreement.

## **12. CONFIDENTIALITY**

- 12.1. The Investor shall not disclose, or wilfully or negligently permit the disclosure of, any of the terms of this SAFE-T Agreement or any information regarding the Company's activity to any third party without the prior written agreement of the Company except:
- 12.1.1. to the extent necessary to comply with any legal obligation or legal requirement or during a court proceeding; or
  - 12.1.2. to the extent necessary to comply with any requirements of any relevant stock exchange or other regulatory, governmental or official body; or
  - 12.1.3. to the extent necessary to comply with or give effect to the terms of this SAFE-T Agreement; or
  - 12.1.4. to any authority for taxation, rating or registration purposes; or
  - 12.1.5. to the professional advisers of either of the Parties who need to know such details and who have first agreed to be bound by the provisions of this Section; or
  - 12.1.6. to the extent they are already in the public domain, otherwise than as a result of a breach of this Section.
- 12.2. The Investor agrees not to make, publish, or communicate to any person or entity any disparaging, negative, or false statement, comment, or communication that could harm the reputation or good will of the Company or its affiliates, officers, directors, or shareholders. This obligation shall survive any termination or expiration of this SAFE-T Agreement. Nothing herein shall prohibit the Investor from making truthful statements or disclosures required by law, regulation, or court order.

## **13. PERSONAL DATA PROTECTION**

- 13.1. Company is independently liable for observing the applicable legal requirements for the lawful processing of personal data in the context of its activities undergone for the purposes of this SAFE-T Agreement.
- 13.2. The Investor acknowledges and expressly consents that its personal data may be transferred outside the British Virgin Islands to the business partners of the Company, including the provider of the KYC services, server hosting, e-mail, for the performance of this SAFE-T Agreement and to comply with the applicable AML and/or other Applicable Laws.

## **14. NOTICES**

- 14.1. A notice, approval, consent or other communication in connection with this SAFE-T Agreement:

- 14.1.1. must be in writing;
- 14.1.2. must be marked for the attention of the Parties' representatives;
- 14.1.3. must be delivered by hand, by e-mail or courier service to the address of the addressee, which is specified under this section or if the addressee notifies another address in written;
- 14.2. A notice, approval, consent or other communication made pursuant to the provisions of this SAFE-T Agreement takes effect on the first business day of receipt at the relevant address.

## **15. TERMINATION**

- 15.1. This SAFE-T Agreement may be terminated as follows:
  - 15.1.1. execution by the Parties of all their obligations stemming from this SAFE-T Agreement;
  - 15.1.2. by written mutual consent of the Parties; Termination of this SAFE-T Agreement shall require the mutual consent of both the Company and the Investor. Such consent shall be evidenced in writing and delivered to the respective parties. In the event of termination, and provided the Tokens have not yet been delivered to the Investor, the Company shall reimburse the Investor the full Investment Amount effectively paid by the Investor within 90 business days of the effective date of termination.
  - 15.1.3. by termination due to non-performance by one Party if the other Party fails to properly comply with its obligations undertaken herein. The Termination shall occur at the elapse of a 90-business day period from the receipt by the Party in fault of a written termination notice delivered by the other Party to the headquarters or by e-mail, without any other legal or court proceedings being required in this respect.
  - 15.1.4. by termination by the Company due to the Investor's non-performance, in case the Investor fails to fully comply with the payment obligations undertaken under the terms and conditions provided herein or if the Investor harms the Company's public image. The termination shall occur at the elapse of a 90-business day period from the receipt by the Investor of a written termination notice delivered by the other Party to the headquarters or by e-mail, without any other legal or court proceedings being required in this respect, subject to the delivery by the Company of a prior written notice regarding the non-payment allowing the Investor a 2-day term from the service of that notice to make the required payment;
  - 15.1.5. Notwithstanding the foregoing, if the termination is based on the Investor's breach of any representation, warranty, or obligation under this SAFE-T Agreement (including but not limited to failure to comply with AML/KYC provisions or any suspicion of illegal activity), the Company shall refund or reimburse any portion of the Investment Amount.
- 15.2. Irrespective of the termination method, in case this SAFE-T Agreement is terminated due to reasons attributable to the Investor's actions/inactions, the Investor shall not be entitled to request the restitution of the amount paid until such moment, all such amounts being the property of the Company as compensation for the termination of the SAFE-T Agreement due to Investor's fault, no proof of damage being requested in this respect. Additionally, the Investor agrees to indemnify and hold harmless the Company for any and all costs, damages, or losses incurred as a result of the Investor's breach leading to termination.
- 15.3. At any time prior to the TIE, the Company may, at its sole discretion and without liability, elect to suspend or cancel the issuance of Tokens if it determines that proceeding with the TIE or Token distribution is impractical or illegal under newly enacted or existing Applicable Laws, or if significant technological, regulatory, or security-related concerns arise. In such an event, the Company will not be liable to the Investor for any damages or compensation other than a potential partial or full refund of

the Investment Amount, at the Company's discretion, if such arrangement is feasible under the circumstances and does not contravene the Applicable Laws.

## **16. APPLICABLE LAWS AND DISPUTE RESOLUTION**

- 16.1. This SAFE-T Agreement is governed and shall be interpreted pursuant to the provisions of the laws of British Virgin Islands.
- 16.2. Any dispute (if not settled amicably) will be referred to the Company's headquarters competent courts located in the British Virgin Islands.

## **17. COSTS OF THIS SAFE-T AGREEMENT**

- 17.1. Each Party shall bear its own legal, surveyor's and other costs and expenses incurred in connection with or incidental to this SAFE-T Agreement and anything contemplated thereby, unless it is otherwise provided in the SAFE-T Agreement.

## **18. NEGOTIATED CLAUSES**

- 18.1. The Parties confirm that each clause of this SAFE-T Agreement has been negotiated individually, each Party being assisted by lawyers and professionals throughout the negotiation of this SAFE-T Agreement.
- 18.2. The Investor unequivocally affirms that the clauses being considered and understood by the Investor as not being unusual clauses as provided by the before-mentioned article. Notwithstanding this affirmation, should any provision herein be subsequently adjudged or deemed by any competent authority or court of law as being an unusual clause, the Investor hereby expressly declares its prior and informed consent regarding the unusual clauses of this SAFE-T Agreement and that the parties of this SAFE-T Agreement negotiated and agreed upon all provisions contained by this SAFE-T Agreement.
- 18.3. Each of the Investor and the Company hereby expressly consent to each and every clause of this SAFE-T Agreement including clauses which concern limitation of liability, right to suspend the performance of obligations, termination cases and its legal effects, limitation of rights to raise exceptions or any other clauses which, if would not be subject to negotiation, would otherwise be qualified as standard clauses.

## **19. BINDING FORCE OF THE SAFE-T AGREEMENT**

- 19.1. This SAFE-T Agreement shall produce legal effects to the benefit of and be binding upon the Parties hereto and their respective successors (including any successor by reason of the merger or other corporate reorganization of such Party).

## **20. FINAL PROVISIONS**

- 20.1. All examples are inserted for convenience of understanding and shall not be construed as limitations.
- 20.2. The rights and obligations stemming from this SAFE-T Agreement may be transferred subject to the Company's prior approval. The Company is entitled to freely transfer at any time any rights and obligations stemming from this SAFE-T Agreement without the Investor's prior approval in this respect. In the event of such a transfer, the transferee shall assume all rights and obligations of the Company hereunder, and the Investor's rights shall remain subject to the terms of this SAFE-T Agreement without any further recourse or claim against the Company. Any attempted assignment or transfer by the Investor of its rights or obligations under this SAFE-T Agreement, in whole or in part, without the Company's prior written consent, shall be void ab initio and shall confer no rights upon the purported transferee or assignee.

- 20.3. This SAFE-T Agreement may be amended or supplemented by the Parties' written consent, namely by concluding an express addendum in this respect.
- 20.4. Should any provision of this SAFE-T Agreement be deemed invalid, illegal or unenforceable for any reason it shall not affect the legality, validity and enforceability of the remaining provisions hereof and the Parties undertake to amend, supplement or substitute all and any such invalid, illegal or unenforceable provisions with legal, enforceable and valid provisions which would produce as near as may be possible the economic result previously intended by the Parties without renegotiation of any material provisions of this SAFE-T Agreement.
- 20.5. The Parties acknowledge and agree that nothing contained in this SAFE-T Agreement shall be deemed or construed to constitute or create a partnership, joint venture, association, or fiduciary relationship between them. Neither Party is authorized to act as agent for the other, or to bind the other in any manner whatsoever. The Investor acknowledges that the Company does not owe it any fiduciary duties or obligations, whether arising under legal or equitable principles.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have legally signed this SAFE-T Agreement on the date set forth above, by electronic means of communication, any of the copies (irrespective of its form – physical or digital support) bearing the signatures of both Parties being considered an original.

**COMPANY:**

**EMEROTH STUDIOS LTD.**

By: \_\_\_\_\_  
Name: Florin Mitu  
Title: Director

**INVESTOR:**

[INVESTOR NAME]

By: \_\_\_\_\_  
Name:  
Title:

Investment Amount:  
Number of Investor Tokens:

## ANNEX 1 - INVESTOR DETAILS

[INVESTOR NAME] (the "Investor").

Email:

Name:

Title:

Wallet for Tokens:

## ANNEX 2 – COMPANY DETAILS

**EMEROTH STUDIOS LTD.**, a company duly organized and existing under the laws of **British Virgin Islands**, with its headquarters at **P.O. Box 3159, Road Town, Tortola, British Virgin Islands**, company number **2160039**, duly represented by **Mitu Florin**, in his capacity as Director of the company.

Email: [contact@catacombcrawlers.com](mailto:contact@catacombcrawlers.com)

Name: Florin Mitu

Title: **Director**

Wallet for Tokens: 0xC8679CD5D088021F4873c7cAaC058B9Cab20388b