



THE MALACHITE GROUP LIMITED

SUBSCRIPTION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(2) AND REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE SUBSCRIPTION OF THE SECURITIES BY ANY FOREIGN SUBSCRIBER.

The Board of Directors of:

THE MALACHITE GROUP LIMITED

First Floor, 5 Fleet Place
London, EC4M 7RD

Ladies and Gentlemen:

The undersigned (the “**Investor**”) understands that The Malachite Group Limited, a company registered in England and Wales (registered number 15140056) (the “**Company**”), is conducting an offering (the “**Offering**”) under Rule 506(c) of Regulation D promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”). The Investor has received and carefully read the Private Placement Memorandum, as amended and supplemented from time to time, provided to the Investor separately (the “**Offering Memorandum**”) and this Subscription Agreement (the “**Subscription Agreement**”), both of which are available on www.republic.com (the “**Platform**”). The Company is offering to accredited investors Series

C Convertible Preference Shares of US\$0.01 nominal value (“**Securities**” or “**Series C Shares**”) at a price of \$16.48 per share (the “**Purchase Price**”).

The minimum subscription amount per Investor is US\$100 (“**Minimum Subscription Amount**”), which may be waived by the Company in its sole discretion. The maximum amount to be raised in the Offering is up to US\$5,000,000, which may be increased with or without notice in the Company’s sole discretion (the “**Maximum Offering Amount**”).

If the Offering is oversubscribed beyond the Maximum Offering Amount, the Company will allocate Series C Shares in its sole discretion. The Company is offering the Series C Shares to prospective investors through OpenDeal Broker LLC d/b/a the Capital R (“**ODB**”). ODB is a registered FINRA/SEC broker dealer.

The Company will pay ODB compensation in connection with this Offering as described in the Offering Memorandum.

1. Subscription; Proxy; Transferability.

(a) Subscription. Subject to the terms of this Subscription Agreement and the Offering Memorandum, the Investor hereby subscribes to purchase the number of Securities equal to the quotient of the Investor’s total subscription amount as indicated on the signature page hereto and/or through the Platform divided by the Purchase Price, rounded down to the nearest whole Security (it being agreed that no fractional Securities will be issued), and shall pay the aggregate Purchase Price in the manner specified in the Offering Memorandum in accordance with the instructions of ODB through the Platform. Such subscription shall be deemed to be accepted by the Company only when this Subscription Agreement is countersigned and delivered on the Company’s behalf and subject to Section 2. Any excess portion of the Purchase Price will be returned or not accepted by the Company. The Offering will expire on the earlier to occur of: (i) the date on which the Maximum Offering Amount has been subscribed for and accepted by the Company and a final closing is conducted, or (ii) the date set forth in the Offering Memorandum (the “**Offering Deadline**”), except the Company may extend or terminate the offering period to such date and time as determined in its sole and exclusive discretion (the “**Offering Period**”) without notice. The Company reserves the right to reject any payments not made within the Offering Period.

(b) Irrevocable Proxy. Immediately prior to any issuance and delivery of the Securities to the Custodian, the undersigned hereby irrevocably appoints the Chief Executive Officer of the Company, as the sole and exclusive proxy, agent and (to the extent permitted by law) attorney of the undersigned, to the maximum extent permitted under the law of England and Wales, with full power of substitution and resubstitution and power to act alone, as the undersigned’s proxy and agent and (if permitted by law) attorney (**Proxy**), to vote and exercise any and all voting rights with respect to the Series C Shares that now are or hereafter may be owned by the undersigned, whether directly or indirectly, by the undersigned and any and all other shares or securities of the Company issued or issuable in respect thereof on or after the date hereof (together, the “**Proxy Shares**”). The Proxy is hereby authorized and empowered by the undersigned to act as such undersigned’s proxy, agent and (to the extent permitted by law) attorney to vote, and consent with respect to, the total number of Proxy Shares in respect of the undersigned at every annual and special meeting of the shareholders of the Company, including any postponement, recess or adjournment thereof, or in any other circumstance, however called, and to execute consents, approvals and waivers on any matter submitted to the undersigned or any other class of capital stock of the Company for written consent or written resolution, or to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting. Any and all prior proxies given by the undersigned with respect to the Series C Shares or the Proxy Shares are hereby revoked. The foregoing proxy is coupled with an interest and is irrevocable until, and the undersigned agrees not to grant any subsequent proxies with respect thereof that

will become effective prior to, the tenth anniversary of the date this Subscription Agreement, upon which date this proxy shall terminate, but until such date, it shall remain in full force and effect, including, for the avoidance of any doubt, upon and after the issuance and delivery of the Series C Shares to the Investor. The Investor hereby confirms and agrees that it will do all things and execute all and any documents (including by deed) as are needed, required or requested by the Company to give full force and effect to the provisions of this sub-clause (b).

(c) Custodian; Securities Entitlement. The Company and the Investor authorize BitGo Bank & Trust National Association, and its successors and assigns (the “**Custodian**”), as the custodian for the benefit of the Investor, to hold the Securities and any securities that may be issued upon conversion thereof in registered form in its name or the name of its nominees for the benefit of the Investor and the Investor’s permitted assigns. The Investor acknowledges and agrees that upon any acceptance of this Subscription Agreement, the Company shall issue and deliver the Securities to the Custodian, who shall solely hold such securities for the benefit of the Investor and shall be a “protected purchaser” of such Securities within the meaning of Section 8-303 of the Delaware Uniform Commercial Code, which shall be in book entry uncertificated form, and that the Investor shall hold and acquire only a “securities entitlement” within the meaning of Section 8-501 of the Delaware Uniform Commercial Code in the Securities equal to the ratio of the Investor’s purchase amount to the aggregate purchase amounts of the Securities in the Offering. The Company and Investor acknowledge and agree that the Custodian may assign any and all of its agreements with Investor, delegate its duties thereunder, and transfer Investor’s Securities to any of its affiliates or to its successors and assigns, whether by merger, consolidation, or otherwise, in each case, without the consent of the Investor or the Company. Investor acknowledges and agrees that Investor may not assign or transfer any of its rights or obligations under such agreements without the Custodian’s prior written consent, and any attempted transfer or assignment in violation hereof shall be null and void.

2. Closing.

(a) Closing. Subject to Section 2(b), an initial closing of the sale and purchase of the Series C Shares pursuant to this Subscription Agreement (“**Initial Closing**”) shall take place through the Platform upon satisfaction of the closing conditions set forth in Section 2(b). Thereafter, the Company may hold one or more additional closings until the Company determines to cease having any additional closings during the Offering Period (each a “**Closing**”). The Company expects the final Closing to occur on or prior to the Offering Deadline, unless extended by the Company in its sole discretion.

(b) Closing Conditions. Closing is conditioned upon satisfaction of all the following conditions:

(i) the Company shall have received duly executed Subscription Agreements from Investors, each of which has been accepted by the Company in its sole discretion;

(ii) the Company shall have taken reasonable steps to verify the accredited investor status of the Investor in accordance with Rule 506(c) of Regulation D, and the Investor shall have provided such documentation and information as may be reasonably requested by the Company or ODB in connection with such verification;

(iii) the Investor shall have delivered to the Company a duly completed and executed IRS Form W-9 (or applicable Form W-8, as the case may be); and

(iv) the representations and warranties of the Company contained in Section 5 hereof and of the Investor contained in Section 4 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties

had been made as of the Closing.

(c) Escrow Agent. Notwithstanding anything to the contrary herein, all funds received from Investors in connection with the Offering shall be deposited into one or more escrow accounts maintained by an escrow agent designated by the Company (the “**Escrow Agent**”) and shall be held in escrow pending satisfaction of such conditions, and subject to such terms and release provisions, as the Company may determine in its sole discretion or as otherwise set forth herein or in the Offering Memorandum. The terms governing the release, return, or disbursement of escrowed funds shall be set forth in one or more escrow agreements entered into between the Company and the Escrow Agent. The Company reserves the right to modify the escrow arrangements, designate successor or replacement Escrow Agents, and establish separate escrow accounts for different tranches of the Offering, in each case without prior notice to or consent of the Investors.

3. Termination of the Offering; Other Offerings. The Investor understands that the Company may terminate the Offering at any time. The Investor further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.

4. Investor’s Representations. The Investor represents and warrants to the Company and the Company’s agents as follows:

(a) The Investor understands and accepts that the purchase of the Series C Shares involves various risks, including the risks outlined in the Offering Memorandum and in this Subscription Agreement. The Investor can bear the economic risk of this investment and can afford a complete loss thereof; the Investor has sufficient liquid assets to pay the full purchase price for the Series C Shares; and the Investor has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the Investor’s investment in the Company.

(b) The Investor acknowledges that at no time has it been expressly or implicitly represented, guaranteed or warranted to the Investor by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Series C Shares or otherwise about the success of the Company.

(c) The Investor (i) qualifies as an “accredited investor” as defined by Rule 501(a) promulgated under the Securities Act, (ii) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investment, (iii) has truthfully submitted the required information to ODB to evidence these representations, and (iv) will promptly provide such additional information as may reasonably be required and requested by the Company for compliance with securities laws of the state in which the Investor is located. The Investor agrees and covenants that the Investor will maintain accurate and up-to-date contact information (including email and mailing address) on the Platform and will promptly update such information in the event it changes or is no longer accurate.

(d) The Investor has received and reviewed a copy of the Offering Memorandum. With respect to information provided by the Company, the Investor has relied solely on the information contained in the Offering Memorandum to make the decision to purchase the Series C Shares and has had an opportunity to ask questions and receive answers about the Offering Memorandum, the Offering and the Investor’s investment in the Series C Shares.

(e) The Investor confirms that it is not relying and will not rely on any communication

(written or oral) of the Company, ODB, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Series C Shares. It is understood that information and explanations related to the terms and conditions of the Series C Shares provided in the Offering Memorandum or otherwise by the Company, ODB or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Series C Shares, and that neither the Company, ODB nor any of their respective affiliates is acting or has acted as an advisor to the Investor in deciding to invest in the Series C Shares. The Investor acknowledges that neither the Company, ODB nor any of their respective affiliates have made any representation regarding the proper characterization of the Series C Shares for purposes of determining the Investor's authority or suitability to invest in the Series C Shares.

(f) The Investor is familiar with the business and financial condition and operations of the Company, including all as generally described in the Offering Memorandum. The Investor has had access to such information concerning the Company and the Series C Shares as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Series C Shares.

(g) The Investor understands that, unless the Investor notifies the Company in writing to the contrary at or before the Closing, each of the Investor's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.

(h) The Investor acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Subscription Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Series C Shares, without interest thereon, to the Investor.

(i) The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Series C Shares or made any finding or determination concerning the fairness or advisability of this investment.

(j) The Investor confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Series C Shares or (ii) made any representation to the Investor regarding the legality of an investment in the Series C Shares under applicable legal investment or similar laws or regulations. In deciding to purchase the Series C Shares, the Investor is not relying on the advice or recommendations of the Company and the Investor has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Series C Shares is suitable and appropriate for the Investor.

(k) The Investor has such knowledge, skill and experience in business, financial and investment matters that the Investor is capable of evaluating the merits and risks of an investment in the Series C Shares. With the assistance of the Investor's own professional advisors, to the extent that the Investor has deemed appropriate, the Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Series C Shares and the consequences of this Subscription Agreement. The Investor has considered the suitability of the Series C Shares as an investment in light of its own circumstances and financial condition and the Investor is able to bear the risks associated with an investment in the Series C Shares and its authority to invest in the Series C Shares.

(l) The Investor acknowledges that the Company is not incorporated in the United States and may be classified as a "passive foreign investment company" ("PFIC") within the meaning of Section 1297 of the Internal Revenue Code of 1986, as amended (the "Code"). The Investor has been advised

to consult with its own tax advisors regarding the U.S. federal, state and local tax consequences of an investment in the Series C Shares, including without limitation the potential application of the PFIC rules under Sections 1291 through 1298 of the Code, the controlled foreign corporation rules under Sections 951 through 965 of the Code, and the reporting requirements under Section 6038D of the Code and the Foreign Account Tax Compliance Act.

(m) The Investor acknowledges that the Company may be subject to reporting obligations under the U.S. Foreign Account Tax Compliance Act (“**FATCA**”), the OECD Common Reporting Standard (“**CRS**”) and any related intergovernmental agreements, and applicable implementing legislation in England and Wales (including, without limitation, the International Tax Compliance Regulations 2015, as amended). The Investor agrees to (i) provide to the Company, upon request, such documentation, certifications and information (including, without limitation, IRS Forms W-9 or W-8, as applicable, self-certification forms, and tax identification numbers) as the Company may reasonably require to comply with its obligations under FATCA, CRS or any other applicable automatic exchange of information regime, (ii) update such documentation, certifications and information promptly upon any change in circumstances that would render any prior submission inaccurate or incomplete, and (iii) consent to the disclosure by the Company to HM Revenue & Customs, the U.S. Internal Revenue Service and any other applicable Tax Authority of such information relating to the Investor and the Investor’s investment in the Series C Shares as may be required under any applicable automatic exchange of information regime. The Investor acknowledges that a failure to provide such documentation, certifications or information may result in the application of withholding taxes on amounts payable in respect of the Series C Shares and that the Company shall have no liability to the Investor in respect of any such withholding.

(n) The Investor acknowledges and agrees that the Series C Shares are designated as convertible preference shares and that the terms governing the conversion of the Series C Shares, including without limitation the conversion ratio, conversion price, triggering events, mechanics of conversion, and any anti-dilution protections applicable thereto, are set forth in the Articles of Association of the Company (as amended from time to time, the “**Articles**”), a copy of which has been made available to the Investor. The Investor confirms that it has reviewed the conversion provisions set forth in the Articles and has had the opportunity to ask questions of and receive answers from the Company regarding the terms of conversion. In the event of any conflict between the terms of this Subscription Agreement and the conversion provisions set forth in the Articles, the Articles shall govern and control.

(o) The Investor acknowledges that, upon admission as a shareholder of the Company, the Investor will be entitled to pre-emption rights on the issuance of new securities by the Company in accordance with the Articles, subject to the terms, conditions and exceptions set forth therein. The Investor further acknowledges that (i) the Investor’s pre-emption rights are proportionate to the Investor’s pro rata shareholding at the time of any such new issuance, (ii) failure to exercise such rights within the prescribed time periods set forth in the Articles will result in a deemed waiver thereof, and (iii) the Company is under no obligation to notify the Investor of any issuance that is exempt from the pre-emption provisions pursuant to the Articles.

(p) The Investor acknowledges that, upon admission as a shareholder of the Company, the Investor and the Series C Shares will be subject to (i) the drag-along provisions set forth in the Articles, pursuant to which the Investor may be required to transfer all of the Investor’s Series C Shares (and any other securities of the Company held by the Investor) to a buyer on the same terms as the selling majority shareholders, and (ii) the tag-along provisions set forth in of the Articles, pursuant to which the Investor may be entitled to participate in certain transfers of shares by other shareholders on a pro rata basis. The Investor has reviewed the drag-along and tag-along provisions in the Articles and agrees to be bound thereby. The Investor acknowledges that the exercise of drag-along rights may require the Investor to sell the Series C Shares at a time, at a price and on terms not of the Investor’s choosing, and that the Investor shall have no

claim against the Company or any other shareholder in connection with any such required transfer effected in accordance with the Articles including, without limitation, any claim that the consideration received by the Investor was inadequate or that the Investor was not afforded sufficient notice or opportunity to participate in the transaction.

(q) The Investor is acquiring the Series C Shares solely for the Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Series C Shares. The Investor understands that the Series C Shares have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Investor and of the other representations made by the Investor in this Subscription Agreement. The Investor understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information provided by the Investor to the Company or ODB) for the purpose of determining whether this transaction meets the requirements for such exemptions. The Investor understands the Series C Shares may not be resold unless registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. The Company is and will be under no obligation to register the Series C Shares under the Securities Act or any state securities laws.

(r) The Investor understands that the Series C Shares are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the Securities and Exchange Commission ("SEC") provide in substance that the Investor may dispose of the Series C Shares only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, after which certain state restrictions may apply. The Investor understands that the Company has no obligation or intention to register any of the Series C Shares, or to take action so as to permit sales pursuant to the Securities Act. Even if and when the Series C Shares become freely transferable, a secondary market in the Series C Shares may not develop. Consequently, the Investor understands that the Investor must bear the economic risks of the investment in the Series C Shares for an indefinite period of time.

(s) The Investor agrees: (i) that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Series C Shares or any interest therein or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Series C Shares under the Securities Act and all applicable state securities laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable state securities laws; (ii) that the certificates, book entry or other form of notation representing the Series C Shares will bear a legend making reference to the foregoing restrictions; and (iii) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions. The Investor will not sell or otherwise transfer any of the Series C Shares except in compliance with the provisions of all applicable securities laws and any other agreement to which the undersigned is bound with respect to the Company and/or the Series C Shares. The Investor understands that (i) there are significant restrictions on the transfer of the Series C Shares, and (ii) an investment in the Series C Shares is and will be extremely illiquid.

(t) The Investor acknowledges and agrees that the Series C Shares are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Investor is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, for illustrative purposes only: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

(u) If the Investor is not a United States person (as defined by Section 7701(a)(30) of

the Code), the Investor hereby represents and warrants to the Company that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Series C Shares or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Series C Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Series C Shares. The Investor's subscription and payment for and continued beneficial ownership of the Series C Shares will not violate any applicable securities or other laws of the Investor's jurisdiction.

(v) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(w) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Rule 506(c) of Regulation D promulgated under the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or an exemption from registration is available.

(x) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

(y) The Investor is not (i) a citizen or resident of a geographic area in which the subscription of or holding of the Subscription Agreement and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. The Investor hereby represents and agrees that if the Investor's country of residence or other circumstances change such that the above representations are no longer accurate, the Investor will immediately notify Company. The Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Subscription Agreement or the underlying securities to a party subject to U.S. or other applicable sanctions.

(z) If the Investor is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this Subscription Agreement; (ii) the execution, delivery and performance by the Investor of the Subscription Agreement is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current formation documents, any material statute, rule or regulation applicable to the Investor; and (iv) the performance of this Subscription Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon Investor's subscription amount.

(aa) **HIGH RISK INVESTMENT. THE INVESTOR UNDERSTANDS THAT AN**

INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. The Investor acknowledges that (a) any projections, forecasts or estimates as may have been provided to the Investor are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the “**IRS**”), audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the Investor has been advised to consult with Investor’s own advisor regarding legal matters and tax consequences involving this investment.

(bb) Investor is solely responsible for implementing reasonable measures for securing any digital wallet, vault or other storage mechanism the Investor uses to receive and hold any tokens, including, without limitation, any requisite private key(s) or other credentials necessary to access the storage mechanism(s). If Investor’s private key(s) or other access credentials are lost, Investor may lose access to any Tokens.

(cc) The Investor acknowledges and agrees that (i) the Company will issue only whole Series C Shares and no fractional Series C Shares will be issued under this Subscription Agreement or in connection with the Offering, (ii) if the Investor's aggregate subscription amount is not evenly divisible by the Purchase Price, the number of Series C Shares issued to the Investor will be rounded down to the nearest whole Series C Share, (iii) any excess amount will be returned to the Investor without interest, deduction or further obligation of the Company, and (iv) the Investor will have no claim against the Company, ODB, the Custodian, the Nominee or the Escrow Agent in respect of any such rounding or excess amount.

5. Company Representations. The Investor understands that upon issuance to the Investor of any Securities, the Company will be deemed to have made the following representations and warranties to the Investor as of the date of such issuance, except to the extent set forth in the Offering Memorandum:

(a) Corporate Power. The Company and its subsidiaries have been duly formed and are validly existing under the laws of England and Wales, and has not been struck off or threatened with striking off the register maintained by the Registrar of Companies for England and Wales, and no application or order has been made, and no resolution has been passed, for the winding up of the Company or any subsidiary. Any subsidiaries are wholly owned by the Company and the issued share capital of any such subsidiaries is fully paid.

(b) Enforceability. This Subscription Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Valid Issuance. The Securities, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Subscription Agreement and the Offering Memorandum, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Subscription Agreement or the Articles, as amended from time to time, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

(d) Authorization. The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued hereunder, has been duly authorized by all necessary actions on the part of the

Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. The Company is not in violation of (i) its current Articles; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company or its operations.

(e) No Conflict. The execution, delivery and performance of and compliance with this Subscription Agreement and the issuance of the Series C Shares will not result in any violation of, or conflict with, or constitute a default under, the Company's Articles, as amended from time to time, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

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

(g) Consents. No consents, waivers, registrations, qualifications or approvals are required in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated hereby, other than: (i) the Company's corporate, board and/or shareholder approvals which have been properly obtained, made or effected, as the case may be, and (ii) any qualifications or filings under applicable securities laws.

(h) Intellectual Property. The Company legally and beneficially owns or has a valid right to use all intellectual property rights which it requires to carry on the business in the manner set out in the Offering Memorandum. So far as the Company's board of directors are aware, none of the Company's intellectual property rights have been or are being infringed by any person and none of the Company's current or planned activities infringe upon the intellectual property of any person.

(i) Indebtedness. Other than as set forth in the Offering Memorandum, neither the Company nor any subsidiary has any borrowings or indebtedness other than indebtedness to trade creditors incurred in the ordinary course of business. Neither the Company nor any subsidiary has given any guarantee, indemnity, warranty or bond or incurred any other similar obligation or created any security for or in respect of liabilities, actual or contingent, of any other person. So far as the Company's board of directors are aware, there are no mortgages, charges or liens over any of the assets of the Company or any subsidiary. Neither the Company nor any subsidiary has any outstanding loans to any employees or directors of the Company or any subsidiary as of the date hereof.

(j) Disputes. So far as the Company's board of directors are aware, there are no disputes, criminal proceedings or litigation either current, lapsed or threatened between the Company, any subsidiary or the Company's board of directors and any third party, and neither the Company, nor any subsidiary, nor any of the Company's board of directors or officers are in breach of any relevant legislation applicable to the carrying on of the business of the Company. Neither the Company, nor any of the

subsidiaries, nor any of its officers and directors has ever committed, or been accused or convicted of, any criminal offence involving fraud, theft, false accounting, tax offences or other dishonesty.

(k) Agreements. All material agreements to which the Company or any subsidiary is a party have been complied with in all material respects by the Company or relevant subsidiary (as the case may be) and, so far as the Company's board of directors are aware, by each other party to those agreements. So far as the Company's board of directors are aware, all material agreements to which the Company or any subsidiary is party are valid and constitute binding and enforceable obligations of the parties to those agreements. No notice of any intention to terminate, repudiate or disclaim, and no notice of any default in respect of, any agreement to which the Company or any subsidiary is a party has been given or received by the Company or a subsidiary. No agreement to which the Company or any subsidiary is a party will be affected by, nor does any such agreement prevent, the Company or a subsidiary from entering into or performing this Subscription Agreement.

(l) No Insolvency or Winding up. Neither the Company nor any subsidiary is insolvent as defined by section 123 of the Insolvency Act 1986 (as may be amended from time to time). Neither the Company nor any subsidiary has entered into any scheme of arrangement or voluntary or other arrangement with any of its creditors. Neither the Company nor any subsidiary is the subject of any order or resolution for its winding up. So far as the Company's board of directors are aware, neither the Company nor any subsidiary is the subject of any outstanding petition for its winding up or of any petition applying for an administration order to be made in respect of it, nor has it had a receiver appointed over all or any part of its undertaking or assets, nor has an administrator been appointed in respect of it nor had any analogous thing done in any other jurisdiction.

(m) Disclosures. Each factual statement set forth in the Offering Memorandum, and in the question and answer section (which, for the avoidance of doubt, does not constitute part of the Offering Memorandum), is true and accurate in all material respects as of the date on which it was made. Each aspirational statement set forth in the Offering Memorandum, and in the question and answer section (which, for the avoidance of doubt, does not constitute part of the Offering Memorandum), represents the genuine aspirations of the Company and of its board of directors as of the date hereof. The Offering Memorandum as a whole, and in the question and answer section (which, for the avoidance of doubt, does not constitute part of the Offering Memorandum), presents a fair and reasonable portrayal of the business of the Company as of the date hereof. Each document, statement and other submission provided by the Company and its officers and directors or by any subsidiary or officers and directors of any subsidiary to ODB during ODB's due diligence investigation is true and accurate in all material respects. The Company and its officers and directors have provided to ODB all documents, statements and other submissions that are responsive to ODB's requests made during ODB's due diligence investigation, and to the knowledge of the Company and its officers and directors such documents, statements and other submissions contain no material omissions.

(n) Statutory Registers. The statutory registers of the Company and any of its subsidiaries are accurate and kept up to date and all necessary filings with Companies House have been duly made.

6. Indemnification. The Investor acknowledges that the Company, ODB, Custodian and the Escrow Agent and each of their respective founders, officers, directors, employees, agents, and affiliates, are relying on the truth and accuracy of the foregoing representations and warranties in offering Securities for sale to the Investor without having first registered the issuance of the Series C Shares under the Securities Act or the securities laws of any state. The Investor also understands the meaning and legal consequences of the representations and warranties in this Subscription Agreement, and the Investor agrees to indemnify and hold harmless the Company, ODB, Custodian and the Escrow Agent and each of their respective founders, officers, directors, employees, agents, and affiliates from and against any and all loss, damage or liability,

including costs and expenses (including reasonable attorneys' fees), due to or arising out of a breach of any such representations or warranties or any failure, or alleged failure, to fulfill any covenants or agreements contained in this Subscription Agreement.

7. Market Stand-Off and Power of Attorney.

(a) In connection with any IPO (as defined below), the Investor shall not directly or indirectly, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Securities or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock (whether such shares or any such securities are then issued hereunder or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Capital Stock or other securities, in cash, or otherwise. Such restriction (the "**Market Stand-Off**") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter (the "**Lock-up Period**"). In no event, however, shall such period exceed two hundred seventy (270) days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions.

(b) The foregoing provisions will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all shareholders individually owning more than 5% of the outstanding Ordinary Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Ordinary Shares. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of these provisions and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with the above or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) For consideration received and acknowledged, each Investor, in its capacity as a securityholder of the Company, hereby appoints the Chief Executive Officer and/or Chief Financial Officer of the Company to act as its true and lawful attorney with full power and authority on its behalf to execute and deliver all documents and instruments and take all other actions necessary in connection with the matters covered by this section and any lock-up agreement required to be executed pursuant to an underwriting agreement in connection with any initial public offering of Company. Such appointment shall be for the limited purposes set forth above and is irrevocable and coupled with an interest for the duration of the Lock-up Period.

(e) “**IPO**” means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the SEC and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Company’s initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company’s board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting Company in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company; (D) any transaction that constitutes an ‘Exit’ as defined in the Articles to the extent such Exit involves an initial public offering or listing of the Capital Stock of the Company or any New Holding Company (as defined in the Articles) on any nationally recognized securities exchange or trading market, in each case as determined by the Investor; or (E) the admission of all or any of the Shares, Capital Stock or securities representing those Shares or Capital Stock (including, without limitation, American depository receipts, American depository shares and/or other instruments) to, or the grant of permission by any like authority for the same to be traded or quoted on, Nasdaq, the Official List of the United Kingdom Listing Authority, the AIM Market operated by the London Stock Exchange Plc, or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any equivalent or successor provision thereof.

(f) “**Capital Stock**” means the capital stock of the Company, including, without limitation, Ordinary Shares and the Preference Shares.

8. Obligations Irrevocable. Following the Closing, the obligations of the Investor shall be irrevocable. The Company, the Custodian, the Escrow Agent and ODB, and each of their respective affiliates and agents, are each hereby authorized and instructed to accept and execute any instructions in respect of the Series C Shares given by the Investor in written or electronic form. The Company, the Custodian, the Escrow Agent and ODB may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the Investor.

9. Legend. The certificates, book entry or other form of notation representing the Series C Shares sold pursuant to this Subscription Agreement will be notated with a legend or designation communicating that the Series C Shares were issued pursuant to Rule 506(c) of Regulation D under the Securities Act.

10. Notices. All notices or other communications given or made hereunder shall be in writing

and delivered to the Investor's email address provided to ODB or to the Company at the address set forth at the beginning of this Subscription Agreement, or such other place as the Investor or the Company from time to time designate in writing in or through the Platform.

11. Governing Law. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, this Subscription Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

12. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Series C Shares by the Investor, the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement. This Subscription Agreement, together with the Offering Memorandum, and the Articles of the Company, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, warranties, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto. This Subscription Agreement may be amended only in accordance with Section 14. The Investor acknowledges and agrees that, in entering into this Subscription Agreement and subscribing for the Series C Shares, the Investor has not relied upon, and shall have no right or remedy in respect of, any statement, representation, assurance, warranty or undertaking (whether made innocently or negligently) made by or on behalf of the Company, ODB or any of their respective affiliates, directors, officers, employees, agents or advisors, other than as expressly set forth in this Subscription Agreement and the Offering Memorandum. The Investor irrevocably and unconditionally waives any right it may have to claim damages or to rescind this Subscription Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in this Subscription Agreement or the Offering Memorandum. Nothing in this Section 13(b) shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

14. Waiver, Amendment.

(a) Any provision of this Subscription Agreement may be amended, waived or modified by the written agreement of the Company and the individual Investor who is a party to this Subscription Agreement, and any such amendment, waiver or modification shall be binding solely on the Company and such Investor.

(b) In addition to the foregoing, any provision of this Subscription Agreement may be amended, waived or modified upon the written consent of the Company and the holders of a majority of the Series C Shares issued and outstanding pursuant to this Offering (the "**Requisite Holders**"), and any such amendment, waiver or modification approved by the Requisite Holders shall be binding on and effective against all Investors who have purchased Series C Shares in this Offering, whether or not such Investor has individually consented thereto; provided, however, that any such amendment, waiver or modification that would disproportionately and adversely affect any Investor relative to other holders of Series C Shares in this Offering shall require the prior written consent of such affected Investor.

(c) Each Investor, by executing this Subscription Agreement, acknowledges and agrees to be bound by any amendment, waiver or modification duly approved by the Requisite Holders in accordance with Section 14(b), and hereby irrevocably waives any right to challenge the validity or enforceability of any such amendment, waiver or modification on the grounds that such Investor did not individually consent thereto.

15. Invalidity of Specific Provisions. If any provision of this Subscription Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Subscription Agreement, such provision shall be fully severable; this Subscription Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Subscription Agreement, and the remaining provisions of this Subscription Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Subscription Agreement.

16. Titles and Subtitles. The titles of the sections and subsections of this Subscription Agreement are for convenience of reference only and are not to be considered in construing this Subscription Agreement.

17. Counterparts. This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Electronic Execution and Delivery. A digital reproduction, portable document format (“.pdf”) or other reproduction of this Subscription Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

19. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Subscription Agreement does not confer any rights on any person or party (other than the parties to this agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999 except as expressly provided in Section 7(b).

20. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Offering Memorandum which are not material, or which are to the benefit of the Investor and (iii) the death or disability of the Investor.

21. Notification of Changes. The Investor hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Series C Shares pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the Investor contained in this Subscription Agreement to be false or incorrect. The Investor agrees that, upon demand, it will promptly furnish any information, and execute and deliver such documents, as reasonably required by the Company and/or the Platform.

22. Tokenization and Fractionalization. The Company has the right, but not the obligation, to mint and distribute to, or for the benefit of, the Investor one or more types of digital tokens (“**Tokens**”) on a blockchain network, which may serve as a digital representation of, securities entitlement or economic arrangement to, the Series C Shares or as a technological means of providing a transfer instruction to the Company or an entitlement order to a securities intermediary holding the Series C Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock on behalf of others. Tokens, if issued, may embody certain rights, preferences, privileges, and restrictions of the respective Securities to which they relate or may provide the means to give such instructions or entitlement orders. All securities issued under this instrument, whether in the form of Tokens or otherwise, may be issued in whole or fractional parts, in the Company’s sole discretion. For the avoidance of doubt, any Tokens issued pursuant

to this Section 22 shall not constitute separate securities, financial instruments or specified investments (as defined under the Financial Services and Markets Act 2000 or any rules or regulations promulgated thereunder by the Financial Conduct Authority) or securities (as defined under the Securities Act or the Securities Exchange Act of 1934, as amended) independent of the Series C Shares to which they relate. All rights, preferences, privileges and restrictions with respect to the Series C Shares shall be governed exclusively by this Subscription Agreement, the Articles of the Company and applicable law, and no Token shall modify, supersede or otherwise alter any such rights, preferences, privileges or restrictions. The Investor acknowledges and agrees that (i) Tokens serve solely as a digital representation of, or technological means of evidencing an interest in, the underlying Series C Shares and do not confer upon the holder thereof any rights beyond those expressly set forth in the governing instruments applicable to the Series C Shares, (ii) the Company makes no representation or warranty as to the regulatory characterization or treatment of any Token under applicable U.S. federal or state securities laws, the laws of England and Wales, European Union directives or regulations, or the laws of any other jurisdiction, and (iii) the Investor has been advised to, and shall, consult with its own legal, tax and regulatory advisors as to the characterization and treatment of any Token under all applicable laws prior to any transfer or disposition thereof. No transfer or disposition of any Token shall be effective unless made in compliance with the transfer restrictions applicable to the Series C Shares under this Subscription Agreement, and the Articles of the Company.

23. Data Protection.

(a) The Investor acknowledges that the Company and its affiliates, agents and advisors (including ODB and the Escrow Agent) will collect, store, process and use personal data relating to the Investor (and, where the Investor is a corporate entity, its directors, officers, employees, beneficial owners and authorized signatories) in connection with the Offering, the administration of the Investor's investment in the Series C Shares and the Company's compliance with applicable legal and regulatory obligations (collectively, the "**Permitted Purposes**"). Such personal data may include, without limitation, names, addresses, contact details, tax identification numbers, accreditation documentation, identification documents and financial information (collectively, "**Investor Personal Data**").

(b) The Investor acknowledges that the processing of Investor Personal Data for the Permitted Purposes is necessary for the performance of this Subscription Agreement and for compliance with the Company's legal obligations, including under the UK General Data Protection Regulation (as retained and incorporated into UK law pursuant to the European Union (Withdrawal) Act 2018, the "UK GDPR"), the Data Protection Act 2018, FATCA, CRS, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) and all other applicable anti-money laundering, know-your-client and tax reporting legislation.

(c) The Investor acknowledges and agrees that Investor Personal Data may be disclosed or transferred to: (i) HM Revenue & Customs, the U.S. Internal Revenue Service, the SEC, the Financial Conduct Authority and other governmental, tax or regulatory authorities in any relevant jurisdiction, (ii) the Company's professional advisors, auditors, administrators and service providers, (iii) ODB, the Escrow Agent and their respective affiliates and agents, and (iv) any other person where such disclosure is required by applicable law or regulation. The Investor further acknowledges that such disclosures and transfers may involve the transfer of Investor Personal Data to jurisdictions outside the United Kingdom that may not provide an equivalent level of data protection, including to the United States, and the Investor consents to such transfers to the extent that the Investor's consent is required under applicable data protection law.

(d) Where the Investor provides Investor Personal Data relating to any third party (including directors, officers, beneficial owners and authorized signatories), the Investor represents and warrants that it has obtained all necessary consents and authorizations from such third parties for the collection, processing, disclosure and transfer of their personal data by the Company for the Permitted

Purposes, and that it has provided such third parties with notice of the matters set forth in this Section 23.

(e) The Investor acknowledges that it may have certain rights under the UK GDPR and the Data Protection Act 2018 in respect of Investor Personal Data, including rights of access, rectification, erasure, restriction of processing and data portability, and that such rights may be exercised by contacting the Company at the address set forth at the beginning of this Subscription Agreement. The Investor further acknowledges that certain of these rights are subject to limitations and exceptions under applicable law, and that the exercise of such rights (including, without limitation, any request for erasure) shall not relieve the Investor of its obligations under this Subscription Agreement.

(f) The Company shall maintain appropriate technical and organizational measures to protect Investor Personal Data against unauthorized or unlawful processing and against accidental loss, destruction or damage, in accordance with its obligations under the UK GDPR and the Data Protection Act 2018

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of _____.

COMPANY:

THE MALACHITE GROUP LIMITED

Signed and Delivered as a Deed by The Malachite Group Limited acting by one Director in the presence of:

Sign here

Director

Witness Signature:
Witness Name:
Address:
Occupation:

INVESTOR:

Signed and Delivered as a Deed by [Insert Name of Investor] in the presence of:

Sign here

[Insert Name of Investor]

Witness Signature:
Witness Name:
Address:
Occupation:

Price per Security: _____
Number of Securities Purchased: _____
Total Subscription Amount: _____

The Investor is an “accredited investor” as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

Please indicate Yes or No by checking the appropriate box:

[] Accredited

[] Not Accredited