THE OFFER AND SALE OF THE TOKENS ISSUABLE UNDER THIS TOKEN PURCHASE AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THIS OFFERING IS MADE ONLY TO ACCREDITED INVESTORS, AS DEFINED UNDER THE SECURITIES ACT, IN RELIANCE ON RULE 506(C) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. NEITHER THE TOKENS NOR ANY INTEREST HEREUNDER MAY BE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NEITHER OPENDEALBROKER LLC D/B/A OPENDEALBROKER OR THE CAPITAL R ("**ODB**") NOR ANY OF ITS AFFILIATES HAS INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE TOKENS OFFERED HEREIN. NONE OF ODB OR ITS AFFILIATES MAKES ANY REPRESENTATION, WARRANTY, ENDORSEMENT OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE TOKENS OFFERED HEREIN. THE CONNECTION OF ODB OR ITS AFFILIATES TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSE OF ACTING AS A SERVICE PROVIDER. A PURCHASER SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. ODB MAY INVITE OTHER BROKER-DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

ZERO HASH LLC ("**ZERO HASH**"), THE PAYMENT SERVICER FOR THIS OFFERING, AND ITS SUCCESSORS AND ASSIGNS, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE TOKENS OFFERED HEREIN. ZERO HASH MAKES NO REPRESENTATION, WARRANTY, ENDORSEMENT OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE TOKENS OFFERED HEREIN. ZERO HASH'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSE OF ACTING AS A SERVICE PROVIDER AND DOES NOT CONSTITUTE INVESTMENT ADVICE. ZERO HASH WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM PARTICIPATION IN THIS OFFERING.

PURCHASER WILL NOT BE ENTITLED, AS A HOLDER OF THE TOKENS OR THIS TPA, TO RECEIVE DIVIDENDS, TO VOTE OR TO BE DEEMED A STOCKHOLDER OF THE COMPANY FOR ANY PURPOSE, NOR WILL ANYTHING CONTAINED HEREIN BE CONSTRUED TO CONFER ON PURCHASER ANY RIGHT OF A STOCKHOLDER, INCLUDING ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR ON ANY MATTER SUBMITTED AT A MEETING OF STOCKHOLDERS, TO GIVE OR WITHHOLD CONSENT TO A CORPORATE ACTION, TO RECEIVE NOTICE OF MEETINGS, OR TO RECEIVE SUBSCRIPTION RIGHTS.

PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISK. PURCHASER SHOULD CAREFULLY REVIEW THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM PROVIDED TO PURCHASER IN CONNECTION HEREWITH, RECEIPT OF WHICH PURCHASER HEREBY ACKNOWLEDGES, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN PURCHASER AGREES TO THIS TPA, PURCHASER IS AGREEING TO RESOLVE ANY DISPUTE BETWEEN PURCHASER AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW SECTION 7(f), "GOVERNING LAW AND DISPUTE RESOLUTION," BELOW FOR DETAILS.

DEEPSIGMA LIMITED

TOKEN PURCHASE AGREEMENT

Purchaser:	[●]
Agreement Date:	[●]
Purchaser's Wallet Address for Delivery of Tokens:	[●]
Total Purchase Amount:	$[●]
Price Per Token:	$0.10 per Token (the "**Offering Price**").
Number of Purchased Tokens:	The quotient of the Total Purchase Amount divided by the Offering Price, rounded down to the nearest whole Token.
Form of Payment:	The Total Purchase Amount may be paid in U.S. dollars, USD Coin ($USDC) or Tether ($USDT), or by any other method accepted by the Payment Servicer. The U.S. dollar exchange rate for any digital asset used to pay the Total Purchase Amount will be the Applicable Exchange Rate.
Delivery Schedule:	Twenty percent (20%) of the Number of Purchased Tokens will be released on the Token Generation Event, and the remaining eighty percent (80%) will vest and be released in equal monthly installments over the six (6) months following the Token Generation Event. There is no assurance that a Token Generation Event will occur. See Section 3(a). Tokens will be delivered to the wallet address designated by Purchaser above, which must be compatible with the Network.

THIS CERTIFIES THAT, in exchange for payment by the undersigned purchaser (the "**Purchaser**") of the Total Purchase Amount set forth above on the Agreement Date (the "**Effective Date**"), DeepSigma Limited, a private company limited by shares incorporated in Hong Kong under the Companies Ordinance (Cap. 622) (the "**Company**"), hereby issues to Purchaser a number of Tokens equal to the Number of Purchased Tokens set forth above, on the conditions and subject to the terms set forth below (the "**Terms**").

PURCHASER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THE TOKENS PURCHASED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS TPA AND THE DOCUMENTS REFERENCED HEREIN. BY PARTICIPATING IN THIS OFFERING, PURCHASER AGREES TO BE BOUND BY THIS TPA IN ALL RESPECTS.

1. **Offering.** This Token Purchase Agreement ("**TPA**" or "**Agreement**") is issued by the Company in connection with the offering (the "**Offering**") of Tokens by the Company pursuant to the

Memorandum and a series of agreements on substantially similar terms to this TPA (collectively, the "**TPAs**"), which do not include any agreement entered into in connection with a Concurrent Offering. Purchaser acknowledges that TPAs may be issued in multiple closings to qualified investors, as determined by the Company in its sole discretion. Purchaser acknowledges that the Company may conduct one or more Concurrent Offerings, including any Regulation S Offering (as defined in the Memorandum), on terms that differ from the terms of this TPA, and that the maximum amount available for purchase in the Offering will be reduced by the amount sold in any Concurrent Offering, as described in the Memorandum. By purchasing Tokens hereunder, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing Tokens on behalf of an entity, Purchaser represents that Purchaser has the authority to bind such entity to this TPA, in which case "**Purchaser**" refers to that entity.

2. **Offer and Sale.** Purchaser agrees to purchase the Number of Purchased Tokens for an aggregate purchase price equal to the Total Purchase Amount, each as set forth above. The Company reserves the right, in its sole discretion and without notice, to rescind, terminate, accept or reject Purchaser's investment, in whole or in part, and this TPA, for any reason or no reason. The execution of this TPA is conditioned on (i) Purchaser's completion of the purchase process on the Republic Platform and (ii) the Company's countersignature of this TPA. The Company will effect the Closing of Purchaser's purchase only after ODB has confirmed that the Closing Requirements have been satisfied, and the Company has sole discretion to determine whether the Closing Requirements have been satisfied. The Company may round down the Number of Purchased Tokens set forth above to the nearest whole Token.

(a) **Payment.** Purchaser covenants and agrees to pay the Total Purchase Amount to the Company on or about the Effective Date, and in any event no later than two business days after the Effective Date and before the end of the Offering Period. The Company may, in its sole discretion and without notice, rescind or terminate this TPA and the Tokens if Purchaser does not deliver its signature page to this TPA or the Total Purchase Amount within three business days of the Effective Date, and may reject any payment not made within the Offering Period.

(b) **Purchaser Qualification.** Purchaser acknowledges that Purchaser is required to meet certain requirements to participate in this Offering, including status as an "Accredited Investor," as defined under Regulation D promulgated under the Securities Act, verification of that status in accordance with Rule 506(c) of Regulation D and compliance with the Terms. An "Accredited Investor" has the meaning given in Rule 501(a) of Regulation D and includes any one of the following:

> (a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered under Section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or the laws of any state; any investment adviser relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state or its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of $5,000,000; and 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 that act that is a bank, savings and loan association, insurance company or registered investment adviser, or if the 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 company 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, partnership or limited liability company, not formed for the specific purpose of acquiring the Tokens offered, with total assets in excess of $5,000,000; any director or executive officer of the Company;

(d) any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000, excluding the value of the person's primary residence;

(e) any natural person who had individual income in excess of $200,000 in each of the two most recent years, or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years, and who reasonably expects to reach 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 Tokens offered, whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the investment;

(g) any entity in which all of the equity owners are accredited investors;

(h) any entity, of a type not listed in paragraph (a), (b), (c), (f) or (g) above, not formed for the specific purpose of acquiring the Tokens offered, owning investments in excess of $5,000,000;

(i) any natural person holding in good standing one or more professional certifications, designations or credentials from an accredited educational institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status;

(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 Company, if the Company would be an investment company as defined in Section 3 of that act but for the exclusion provided by Section 3(c)(1) or 3(c)(7) of that act;

(k) any "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, with assets under management in excess of $5,000,000, that is not formed for the specific purpose of acquiring the Tokens offered and whose prospective investment is directed by a person with such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the 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 of paragraph (k) above, whose prospective investment in the Company is directed by such family office.

If the Company determines, in its sole discretion, that Purchaser does not meet the Company's requirements for purchasers hereunder, the Company may immediately rescind or terminate this TPA and the Tokens, notwithstanding Purchaser's compliance with the Terms, delivery of the Total Purchase Amount or the Company's delivery of a signature page to this TPA.

(c) **Form of Payment.** The Company will accept payment of the Total Purchase Amount in U.S. dollars, USD Coin ($USDC) or Tether ($USDT), or such other form of payment as the Payment Servicer may accept. The Company will not accept payment in Bitcoin, Ether or any other digital asset not expressly accepted by the Payment Servicer. A payment tendered in an unaccepted currency or by an unaccepted method will be rejected.

(d) **Processing of Payments.** Funds and digital assets received in connection with purchases under the Offering are directed to an account maintained by the Company or by the Payment Servicer on the Company's behalf. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. A payment made in a digital asset is subject to transaction fees, including network or miner fees, and to fluctuations in exchange valuations between the time of payment and the time of processing.

(e) **Rejected Transactions.** If a purchase is rejected for any reason, including if ODB is unable to complete the verification of Purchaser under the AML and KYC Forms, if the Closing Requirements are not satisfied or if the Company rescinds or terminates this TPA before the Closing, the Total Purchase Amount will be refunded without interest and net of applicable fees, in an amount calculated by reference to the USD-denominated value of the Total Purchase Amount regardless of the type or amount of digital asset paid or any volatility in its price. If payment was made in an approved digital asset, the refund will be made in USDC. Network or miner fees for the refund will be deducted from the refund, and network or miner fees paid in connection with the original purchase will not be refunded. Purchaser will not have the right to revoke a purchase once submitted. The ODB administrative fee paid in connection with a rejected purchase will not be refunded.

TOKEN DELIVERY

3. **Delivery of Tokens.** The Company, or its agents or representatives, will deliver to Purchaser, in full satisfaction of this TPA, the Number of Purchased Tokens set forth above in accordance with the delivery schedule set forth above, on or after the Token Generation Event. The Company will bear the cost of network or other fees incurred to deliver Tokens to Purchaser under an accepted purchase.

(a) **No Refund.** There is no assurance that a Token Generation Event will occur or as to the timing of a Token Generation Event. Delivery of Tokens is conditioned on the occurrence of the Token Generation Event. Purchaser acknowledges that the Total Purchase Amount becomes an asset of the Company, available for the Company's use, immediately on the Company's acceptance of Purchaser's purchase, and is not held in escrow or otherwise segregated for Purchaser's benefit pending the Token Generation Event. If a Token Generation Event does not occur, Purchaser will not receive Tokens, and Purchaser will not be entitled to, and the Company will have no obligation to make, a refund of the Total Purchase Amount or any portion thereof.

(b) **Conditions to Token Delivery.** Before each delivery of Tokens under Section 3 above, and unless waived in writing by the Company, Purchaser will:

(i) execute and deliver to the Company any transaction documents related to this TPA and the delivery of Tokens as the Company reasonably requests;

(ii) provide to the Company, in writing, a wallet address compatible with the Network to which Purchaser's Tokens will be delivered;

(iii) complete and deliver all AML and KYC Forms requested by the Company from time to time, including after the Effective Date; and

(iv) do and perform all further acts, and execute and deliver all further agreements, certificates, instruments and documents, as the Company may reasonably request to carry out the intent of this Section 3 or to comply with applicable law or the requirements of a digital asset exchange in connection with the listing of the Tokens.

If Purchaser fails to satisfy a condition described above, the Company may hold the Tokens deliverable hereunder in escrow until the condition is satisfied, and such escrow will constitute delivery of the applicable Tokens notwithstanding that the Tokens remain in escrow. The Company will not be required to deliver any Tokens to Purchaser until the Closing has occurred and the Company has received the Total Purchase Amount in full.

(c) **Lock-Up.** Except as permitted by Section 3(e), Purchaser must not, directly or indirectly, transfer any Tokens that have not been delivered to Purchaser under Section 3 above (the "**Undelivered Tokens**"), any option to purchase Undelivered Tokens or any instrument convertible into or exchangeable for, or that represents the right to receive, Undelivered Tokens, including this TPA. Purchaser will not offer, sell, pledge or otherwise assign or transfer any rights under this TPA or the Tokens, except in compliance with applicable securities laws, including Rule 144 under the Securities Act. The Company may impose technological or other restrictions on the Tokens to enforce this Section 3(c). Undelivered Tokens will not be eligible for staking rewards. All Tokens issuable hereunder will be released from the restrictions of this Section 3(c) only on delivery of all Tokens to Purchaser. The restrictions in this Section 3(c) and Section 3(e), and the technological restrictions described in Section 5(h), apply independently of, and are not released by, the expiration of any holding period under Rule 144. Purchaser acknowledges that the restrictions arising under the federal securities laws, including the holding period under Rule 144, apply only for so long as the Tokens constitute securities for purposes of the Securities Act, that the Company may determine, in its reasonable discretion and consistent with guidance published by the SEC and its staff regarding the application of the federal securities laws to digital assets, that the Tokens do not constitute securities, and that no such determination will release Purchaser from the restrictions in this Section 3(c), Section 3(e) or Section 5(h).

(d) **Claiming Tokens.** Tokens purchased by Purchaser may be claimed only by Purchaser. Tokens are not transferable to any address before the Token Generation Event. Before the Token Generation Event and except as permitted by Section 3(e), Purchaser must not transfer or attempt to transfer, by assignment, trust, charge, sub-contract, novation or otherwise, any Tokens or any right, title or interest under the Terms, including the right to claim Tokens, to any other person, with or without consideration. Any such transfer or attempted transfer will be void and will not bind the Company.

(e) **Transferability.** If, with the prior written consent of the Company, which the Company may withhold, condition or delay in its sole discretion, Purchaser transfers Undelivered Tokens to a wallet owned by another person, that person and the owner of each other wallet to which the Tokens

are further transferred (each, a "**New Holder**") will be bound by the Terms as a Purchaser for so long as such person holds the Tokens, and Purchaser irrevocably and unconditionally undertakes to ensure that each New Holder expressly agrees to be so bound before the transfer. By transferring Tokens, Purchaser assigns all of Purchaser's rights, title and interest under the Terms to the transferee. Nothing in this Section 3(e) permits a transfer that is not made in compliance with Section 3(c), Section 5(h) and applicable securities laws. The Company may implement smart contract-based transfer controls, wallet allowlists, geofencing or similar technical measures to enforce vesting, lockup, compliance or jurisdictional restrictions.

(f) **Absolute Ownership.** Except as otherwise required by law or ordered by a court of competent jurisdiction, the owner of the wallet in which Tokens are held will be treated as the absolute owner of such Tokens for all purposes, regardless of any notice of trust or other interest or the theft or loss of any private key, and neither the Company nor any other person will be liable for so treating that person.

(g) **Written Notice.** If any rule of law requires written notice to effect the transfer of Tokens, such notice will be deemed given as an electronic record on inclusion of the relevant transaction in a block on the Network.

(h) **Voidability.** The Company may treat as void any transfer of Tokens that the Company reasonably believes to be unlawful.

(i) **Regulatory Compliance; Modification.** The Company may, in its sole discretion, modify, suspend or delay the Token Generation Event, the delivery schedule or the terms of the Tokens, or require Purchaser to comply with additional or different conditions to delivery, in each case to the extent the Company reasonably determines necessary or advisable to comply with then-applicable law, including changes in the treatment of the Tokens under federal or state securities, commodities or tax law. The Company will provide Purchaser notice of a material modification made under this Section 3(i) to the extent practicable.

DEFINITIONS

4. **Definitions.** As used in this TPA, the following terms have the meanings set forth below:

(a) "**AML and KYC Forms**" means any forms, documents, processes and procedures, including electronic verification systems, that the Company determines, in its sole discretion, are reasonably necessary to comply with applicable Anti-Money Laundering Laws or to conduct know-your-customer, know-your-business, sanctions and wallet screening of Purchaser.

(b) "**Anti-Money Laundering Laws**" means the applicable laws, rules and regulations of all jurisdictions in which Purchaser is located, resident, organized or operates concerning anti-money laundering, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**Patriot Act**"), in each case as amended, and any related rule, regulation or guideline issued by a Governmental Authority.

(c) "**Applicable Exchange Rate**" means the exchange rate for a digital asset payment, determined by the Payment Servicer or the Company by reference to the exchanges with which the Company or the Payment Servicer has a relationship at the time an invoice is generated for Purchaser.

(d) "**Closing**" means each closing of purchases in the Offering effected by the Company in accordance with the Memorandum, including the closing of Purchaser's purchase of Tokens under this TPA.

(e) "**Closing Requirements**" means, with respect to Purchaser, (i) the execution and delivery of this TPA, (ii) completion of investor qualification requirements, including verification of Purchaser's status as an Accredited Investor in accordance with Rule 506(c) of Regulation D and completion of know-your-customer, anti-money laundering and know-your-business screening requirements, including sanctions and wallet screening, (iii) confirmation by ODB of clearance from its Regulation Best Interest requirements and (iv) confirmation by ODB of receipt of the Total Purchase Amount by the Payment Servicer.

(f) "**Concurrent Offering**" has the meaning given in the Memorandum.

(g) "**Dissolution Event**" means (i) a voluntary termination of the Company's operations, (ii) a general assignment of all or substantially all of the Company's assets for the benefit of its creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

(h) "**Governmental Authority**" means any nation or government, any state or other political subdivision, any entity exercising legislative, judicial or administrative functions of government, including any agency, department, board, commission or instrumentality, any court, tribunal or arbitrator of competent jurisdiction and any self-regulatory organization.

(i) "**Memorandum**" means the Confidential Private Placement Memorandum relating to the Offering, as amended or supplemented from time to time.

(j) "**Network**" means the Cypherium Layer 1 blockchain, or such other blockchain network as the Company may select from time to time to host the Tokens, as more particularly described in the Memorandum.

(k) "**Offering Documents**" means this TPA, together with any other documents, agreements and instruments entered into or delivered by Purchaser or the Company in connection with the Offering.

(l) "**Offering Period**" means the period during which purchases in the Offering are accepted, as set forth in the Memorandum and as extended or shortened by the Company in its sole discretion.

(m) "**Payment Servicer**" means the financial institution providing payment services for the Offering, which as of the Effective Date is Zero Hash LLC.

(n) "**Person**" means an individual or legal entity, including a government or political subdivision or an agency or instrumentality thereof.

(o) "**Platform**" means the DeepSigma protocol, a decentralized perpetual futures exchange for tokenized real-world assets built on the Network, as more particularly described in the Memorandum.

(p) "**Republic Platform**" means the platform found at https://republic.com, which is operated for the benefit of ODB and through which the Offering is conducted.

(q) "**Token**" means the DeepSigma Token, designated by the ticker symbol "DSX," a digital utility token native to the DeepSigma protocol, as more particularly described in the Memorandum.

(r) "**Token Generation Event**" or "**TGE**" means the date on which the Company first generates and makes the Tokens available for distribution to purchasers in accordance with the Offering Documents, if ever.

(s) "**Transfer**" means, with respect to any instrument, the direct or indirect assignment, sale, transfer, tender, pledge, hypothecation, grant or creation of a lien or encumbrance, or gift, placement in trust or other disposition of such instrument or any right, title or interest therein or the record or beneficial ownership thereof; the offer to do any of the foregoing; and each agreement, whether or not in writing, to effect any of the foregoing.

PURCHASER REPRESENTATIONS

5. **Purchaser Representations.** Purchaser represents and warrants to the Company as follows:

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

(b) **Purchase Entirely for Own Account.** Purchaser is acquiring the Tokens for Purchaser's own account, for investment and not as a nominee or agent. Purchaser has no present intention of selling, granting a participation in or otherwise distributing the Tokens, and does not have a present contract, undertaking, agreement or arrangement with any Person to sell or Transfer, or grant a participation in, the Tokens. Unless Purchaser qualifies as an Accredited Investor under clause (g) of Section 2(b), Purchaser was not formed for the specific purpose of acquiring the Tokens.

(c) **Disclosure of Information.** Purchaser has sufficient knowledge and experience in business and financial matters to evaluate the risks and merits of this TPA and the Tokens, is able to bear a complete loss of this investment without impairing Purchaser's financial condition and is able to bear the economic risk of this investment for an indefinite period. Purchaser has had an opportunity to discuss the Company's business, management and financial affairs, and the terms of the Offering, with the Company's representatives. Purchaser has not relied on any representation or warranty made by the Company outside of this TPA and the Memorandum. Purchaser has read the section of the Memorandum titled "Notice to Purchasers" and, by entering into this TPA, makes the representations, warranties and acknowledgments, and agrees to the statements, set forth in that section as applicable to purchasers.

(d) **Compliance with Securities, Commodities and Other Laws.** Purchaser understands that the Tokens have not been and will not be registered under the Securities Act or any state securities laws, in reliance on an exemption that depends on the bona fide nature of Purchaser's investment intent and the accuracy of Purchaser's representations herein. Purchaser understands that the Tokens are "restricted securities" under applicable federal and state securities laws and must be held indefinitely unless registered or an exemption from registration is available, and that the Company has no obligation to register or qualify the Tokens for resale. Purchaser is not registered as a broker-dealer, alternative trading system or exchange with the Securities and Exchange Commission, and is not a member of the Financial Industry

Regulatory Authority ("**FINRA**"), nor subject to FINRA's rules. Purchaser has been advised that this TPA has not been approved for trading by the Commodity Futures Trading Commission, and Purchaser is not purchasing this TPA on the basis that it is a contract of sale of a commodity for future delivery, a swap or any other instrument subject to the Commodity Exchange Act. Purchaser further understands that neither the Company nor any affiliate is licensed as a money transmitter or a money services business, and that a determination to the contrary by a Governmental Authority could result in significant additional regulation of the Company, changes to the structure, purchase or sale of the Tokens, increased costs to the Company or termination of the Tokens, any of which could negatively affect the value of the Tokens or cause the Company to cease operations.

(e) **No Public Market.** Purchaser understands that no public market exists for the Tokens, that the Company has made no assurance that a public market will develop and that the Company is under no obligation to register or qualify the Tokens for resale under the laws of any Governmental Authority.

(f) **Accredited Investor.** Purchaser is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Purchaser has delivered to the Company, ODB or the verification provider designated by the Company documentation sufficient to enable the Company to verify that status in accordance with Rule 506(c) of Regulation D, and that documentation is true, complete and accurate. Purchaser will promptly notify the Company if Purchaser ceases to qualify as an Accredited Investor before the Closing.

(g) **No Bad Actor.** Neither Purchaser, any of its directors, executive officers or general or managing partners, nor any beneficial owner of Purchaser's voting equity securities determined under Rule 506(d) of Regulation D, is subject to any disqualifying event described in Rule 506(d)(1) of Regulation D (a "**Purchaser Event**"), and no proceeding or investigation that could reasonably be expected to become the basis for a Purchaser Event is pending or, to Purchaser's knowledge, threatened.

(h) **Legends.** Purchaser understands that this TPA and the Tokens will be deemed to bear the following legend and any other legend required by applicable securities laws, and that the restrictions described below apply whether or not such a legend is affixed:

THIS SECURITY AND ANY TOKENS ISSUED PURSUANT TO IT (THE "**TOKENS**") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF, EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (B) PURSUANT TO RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, OR (C) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT IT IS AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT.

HEDGING TRANSACTIONS INVOLVING THE TOKENS MUST NOT BE CONDUCTED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT.

THE HOLDER OF THIS TPA, BY ITS ACCEPTANCE, WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED TO ACQUIRE OR HOLD THE TOKENS CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT

PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), A PLAN SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE THE ASSETS OF ANY SUCH PLAN, OR (2)(A) THE HOLDER IS, OR IS USING THE ASSETS OF, A GOVERNMENTAL PLAN, CHURCH PLAN OR NON-U.S. PLAN, AND (B) THE ACQUISITION AND HOLDING OF THE TOKENS WILL NOT VIOLATE ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION APPLICABLE TO SUCH PLAN'S INVESTMENTS.

In connection with a proposed transfer, the Company may require an opinion of counsel, in form and substance satisfactory to the Company, that the proposed transfer complies with the Securities Act and applicable state securities laws. Purchaser agrees that the Company may impose technological and other restrictions on the applicable wallet and the Tokens to enforce the restrictions set forth in this TPA.

(i) **Waiver of Warranties; Assumption of Risks.** THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS, INCLUDING THE TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL, AND THERE IS NO GUARANTEE AGAINST LOSS FROM PARTICIPATING IN THE OFFERING. Purchaser acknowledges that Purchaser has carefully read and reviewed the Memorandum, receipt of which is acknowledged, and that Purchaser fully assumes the risks described under "Risk Factors" in the Memorandum. Purchaser understands and accepts that the Tokens will be created and delivered at Purchaser's sole risk on an "AS IS" and "UNDER DEVELOPMENT" BASIS. THE COMPANY MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE TOKENS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY OR ANY PERSON ON ITS BEHALF, AND PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED FROM THE USE OF ANY TOKENS. IN DECIDING TO PURCHASE THE TOKENS, PURCHASER IS NOT RELYING ON THE ADVICE OR RECOMMENDATION OF THE COMPANY, ODB OR ANY OTHER THIRD PARTY, AND HAS MADE PURCHASER'S OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE TOKENS IS SUITABLE AND APPROPRIATE FOR PURCHASER.

(j) **Other Applicable Law.** Purchaser is satisfied as to Purchaser's compliance with the laws of Purchaser's jurisdiction in connection with the purchase of the Tokens, including applicable legal requirements, foreign exchange restrictions, required governmental or other consents and income tax and other tax consequences of the purchase, holding, redemption, sale or transfer of the Tokens. Purchaser's purchase and continued beneficial ownership of the Tokens will not violate any applicable law of Purchaser's jurisdiction.

(k) **OFAC.** Neither Purchaser nor, if applicable, any of its affiliates, any Person controlling or controlled by Purchaser, any Person for whom Purchaser is acting as agent or nominee in connection with this purchase or, if Purchaser is a privately held entity, any Person having a direct or indirect beneficial interest in Purchaser (i) appears on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or any other list maintained by OFAC, is a person or entity prohibited under the programs administered by OFAC or is otherwise a party with which the Company is prohibited from dealing under the laws of the United States, (ii) is identified as a terrorist organization on any other relevant list maintained by a Governmental Authority or (iii) is a senior foreign political figure or an immediate family member or close associate of a senior foreign political figure. Purchaser will promptly notify the Company if any of

the foregoing ceases to be true. If applicable, Purchaser has conducted thorough due diligence on its beneficial owners, has established the identity of each beneficial owner and the source of each beneficial owner's funds and will retain evidence of such identities, sources of funds and diligence.

(l) **Sources and Uses of Funds.** Purchaser further represents, warrants and agrees that:

(i) no payment or transfer of value to the Company will cause the Company to violate applicable federal, state or non-U.S. laws or regulations, including anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws, the Patriot Act or the statutes, regulations and executive orders administered by OFAC ("**OFAC Regulations**");

(ii) no payment or transfer of value to the Company is or will be derived from, pledged for the benefit of or related to (A) the government of a country designated by the U.S. Secretary of State or another Governmental Authority as a state sponsor of terrorism, (B) property blocked under the OFAC Regulations or that would be blocked if held by a U.S. national, (C) a Person to whom U.S. nationals cannot lawfully export services or engage in transactions under the OFAC Regulations, (D) the government of a country designated as a non-cooperative or money laundering jurisdiction by the U.S. Secretary of the Treasury or another Governmental Authority or (E) any illegal activity; and Purchaser acknowledges that the Anti-Money Laundering Laws may require the Company to collect documentation verifying the identity of Purchaser and the source of funds used to acquire the Tokens, before and after the date of this TPA; and

(iii) all payments or transfers of value to the Company by Purchaser will be made through an account, or a digital asset address whose associated balance has been funded by an account, located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of the Treasury under Section 999(a)(3) of the Code. If Purchaser receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution in connection with the acquisition of the Tokens, such institution (A) has a fixed address, other than an electronic address or post office box, in a country in which it is authorized to conduct banking activities, (B) employs one or more individuals on a full-time basis, (C) maintains operating records related to its banking activities, (D) is subject to inspection by the banking authority that licensed it and (E) does not provide banking services to another non-U.S. banking institution that lacks a physical presence in any country and is not a regulated affiliate.

(m) **Additional Information.** Purchaser will provide the Company any information the Company determines from time to time to be necessary or appropriate (i) to comply with Anti-Money Laundering Laws, anti-terrorism laws and similar laws of an applicable jurisdiction, and (ii) to respond to a request for information concerning the identity or source of funds of Purchaser from a Governmental Authority, self-regulatory organization or financial institution in connection with anti-money laundering compliance procedures, or to update such information. The Company may be required to report a failure to comply with such a request and to disclose Purchaser's identity to a Governmental Authority, self-regulatory organization or financial institution without notice to Purchaser. Purchaser's failure to comply with this Section 5(m) will entitle the Company to terminate this TPA and to refuse delivery of any Undelivered Tokens. The Company may also, to the extent required by applicable law, freeze or restrict Tokens previously delivered to Purchaser and report the matter to the appropriate Governmental Authority.

(n) **Suspicious Activity Reports.** Purchaser acknowledges that the Company, in complying with anti-money laundering statutes, regulations and industry practice, may voluntarily, or as required by law, file a suspicious activity report or other information with a governmental or law enforcement agency regarding a transaction or activity that the Company reasonably determines to be

suspicious. The Company is prohibited by law from disclosing to Purchaser the fact or content of such a filing.

(o) **Voluntary Compliance.** Purchaser understands and agrees that the Company may voluntarily comply with anti-money laundering requirements that the Company is not otherwise obligated to observe, as the Company deems appropriate in its sole discretion, and Purchaser agrees to cooperate with the Company in connection with such compliance.

(p) **Taxes.** PURCHASER ACKNOWLEDGES THAT PURCHASER MAY INCUR ADVERSE TAX CONSEQUENCES FROM PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS. PURCHASER REPRESENTS THAT PURCHASER HAS CONSULTED A TAX ADVISER REGARDING SUCH USE OF THE TOKENS, OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE AND HAS CHOSEN NOT TO DO SO; THAT THE COMPANY HAS NOT PROVIDED PURCHASER ANY TAX ADVICE; AND THAT PURCHASER IS RESPONSIBLE FOR ANY TAX, CHARGE, LEVY, ASSESSMENT OR OTHER FEE RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, STAKING, TRANSFER OR OTHER USE OF THE TOKENS.

(q) **Additional Warranties.** Purchaser further represents and warrants that:

(i) Purchaser's acceptance of the Terms and entry into a binding agreement with the Company will not breach, conflict with or constitute a material default under (A) Purchaser's organizational documents, (B) a judgment, decree or order applicable to Purchaser or (C) a material agreement, obligation or commitment to which Purchaser is a party or by which Purchaser is bound;

(ii) Purchaser is not a statutory corporation or a governmental or semi-governmental authority, other than a plan described in clause (a) of Section 2(b);

(iii) Purchaser has sufficient understanding of the functionality, usage, storage and transmission of digital assets, digital wallets, blockchain technology and blockchain-based software systems;

(iv) Purchaser has obtained sufficient information about the potential future utility of the Tokens to make an informed decision to participate in the Offering;

(v) Purchaser understands that (A) the Tokens are intended to have the prospective utility described under "Description of the Tokens — Token Utility" in the Memorandum, including participation in protocol-level governance, ecosystem incentives, access to certain protocol features and rewards and incentives distributed in accordance with applicable protocol rules, none of which is currently available, and (B) the Tokens do not represent or confer any equity interest, ownership stake or share of capital stock of the Company, any loan, bond, note or other debt obligation of the Company, any right to receive dividends, distributions or other corporate payments, any right to participate in the profits, revenues or earnings of the Company, any voting right, information right, inspection right or other right of a stockholder of the Company or any right to compel the Company to develop, launch, maintain or support the Platform, as more particularly described under "Description of the Tokens — Limited Token-Related Rights" in the Memorandum;

(vi) if Purchaser is a natural person, Purchaser is at least eighteen years of age and has the legal capacity to accept the Terms and enter into a binding agreement with the Company;

(vii) if Purchaser is a corporate entity, Purchaser is duly incorporated, registered and validly existing under the laws of its jurisdiction of organization;

(viii) if Purchaser is entering into this TPA on behalf of another Person, Purchaser is authorized to accept the Terms and bind that Person, and references to "Purchaser" refer to that Person; and

(ix) Purchaser acknowledges that the Company makes no representation or warranty regarding the future value of the Tokens, that Purchaser is not purchasing the Tokens with the expectation of realizing profits or capital appreciation and that certain Platform features involving regulated financial products, including perpetual futures, will not be made available to U.S. persons unless and until the Company obtains the necessary regulatory approvals, licenses or exemptions.

(r) **Wallet.** Purchaser assumes full responsibility and liability for any loss resulting from misuse of Purchaser's wallet, including an error, typographical mistake or inaccuracy in the wallet address Purchaser designates for delivery of the Tokens, or the deposit of one type of digital asset into a wallet intended for another. The Company assumes no responsibility for any such misuse.

(s) **Smart Contract.** The Company will use reasonable efforts to have its smart contract technology reviewed by technical experts for accuracy and security. Smart contract technology remains in an early stage of development and is experimental in nature, carrying operational, technological, financial, regulatory and reputational risk. A review or audit does not constitute a warranty, representation or assurance that the smart contract technology or the Tokens are fit for a particular purpose or free from defect, weakness, vulnerability or bug, which could result in the loss of Purchaser's Total Purchase Amount or Tokens.

(t) **State of Residence.** Purchaser's state or other jurisdiction of principal residence, or, if Purchaser is an entity, of its principal place of business, is correctly set forth in the documentation Purchaser submits through the Republic Platform, and Purchaser will promptly notify the Company of a change in that jurisdiction occurring before the Closing of Purchaser's purchase.

(u) **FATCA; CRS.** Purchaser will provide the Company, on request, a properly completed and executed IRS Form W-9 or the applicable IRS Form W-8, and such other documentation, certifications and information as the Company reasonably requests to comply with the U.S. Foreign Account Tax Compliance Act, the OECD Common Reporting Standard and any similar automatic exchange of information regime, and will promptly update that documentation on a change in circumstance that renders it inaccurate or incomplete. Purchaser understands that its failure to provide the documentation described in this Section 5(u) may result in withholding on amounts otherwise payable in respect of the Tokens, and that the Company will have no liability to Purchaser for withholding required by applicable law.

(v) **Sanctioned Jurisdictions.** Purchaser is not located in, organized under the laws of or a resident of Cuba, Iran, North Korea, Syria, the Crimea, Donetsk or Luhansk regions of Ukraine or another jurisdiction that is the subject of a comprehensive embargo administered by OFAC, and will notify the Company promptly if the foregoing ceases to be true.

(w) **No Circumvention.** Purchaser is not acting in concert with any other purchaser, and has not structured or divided Purchaser's investment, for the purpose of circumventing a purchase limit, investor qualification requirement or other restriction applicable to the Offering.

DISCLAIMERS

6. **Indemnification; Limitation of Liability.**

(a) **Indemnity.** THE COMPANY WILL NOT BE LIABLE TO PURCHASER, AND PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS AGENTS, ADVISORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL THIRD-PARTY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "**CLAIMS**"), FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE COMPANY'S BAD FAITH OR INTENTIONAL MISCONDUCT.

(b) **Limitation of Liability.** NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN THE OFFERING WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF THIS TPA OR PURCHASER'S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO PURCHASER. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF THIS TPA OR PURCHASER'S PARTICIPATION IN THE OFFERING EXCEED THE TOTAL PURCHASE AMOUNT. THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND PURCHASER.

(c) **Class Action Waiver.** Any claim or dispute arising under this TPA will proceed on an individual basis, without resort to a class or representative action (the "**Class Action Waiver**"). THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN A CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. The validity and effect of the Class Action Waiver may be determined only by a court, and not by an arbitrator. Purchaser acknowledges that the Class Action Waiver is material and essential to the arbitration of any dispute between the parties and is not severable from this TPA.

(d) **Securities Act Savings Clause.** Nothing in this Section 6 or elsewhere in this TPA is intended to, or will be construed to, limit or waive any right or remedy of Purchaser, or any liability of the Company, that cannot be limited or waived as a matter of applicable federal or state securities law.

MISCELLANEOUS

7. **Miscellaneous.**

(a) **Entire Agreement.** This TPA sets forth the entire agreement of the parties relating to its subject matter and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them. This TPA is one of the TPAs. A provision of this TPA may be amended, waived or modified only with the written consent of the Company and (i) Purchaser, or (ii) the holders of a majority, in the aggregate, of the Total Purchase Amounts paid to the Company under all TPAs outstanding at the time of the amendment, waiver or modification, and an amendment, waiver or modification made under clause (ii) will bind all purchasers.

(b) **Notices.** A notice under this TPA will be sufficient if sent by email to the address listed on the signature page, as updated by written notice to the other party.

(c) **No Rights as Stockholder.** Purchaser is not entitled, as a holder of this TPA or the Tokens, to vote, to receive dividends or to be deemed a stockholder of the Company for any purpose, and nothing herein confers on Purchaser any right of a stockholder, including any right to vote for the election of directors, to give or withhold consent to a corporate action, to receive notice of a meeting or to receive subscription rights.

(d) **Transfers and Assigns.** Purchaser must not Transfer this TPA or the rights contained herein, by operation of law or otherwise, without the Company's prior written consent. The Company may assign this TPA without Purchaser's consent.

(e) **Severability.** If a provision of this TPA is held invalid, illegal or unenforceable, in whole or in part, that provision will be deemed null and void, and the remaining provisions of this TPA will remain in full force and effect and will not be affected by the severance.

(f) **Governing Law and Dispute Resolution.** This TPA and the relationship between the parties will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. A controversy or dispute arising out of or relating to this TPA, including its interpretation, performance or termination, will be resolved by binding arbitration administered by the American Arbitration Association (the "**AAA**") in accordance with its Commercial Arbitration Rules then in effect. The arbitration will be conducted by a single arbitrator. The seat of arbitration will be Wilmington, Delaware. The arbitration will be conducted in English. The arbitral award will be final and binding on the parties. Notwithstanding the foregoing, either party may seek temporary, preliminary or injunctive relief in a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration, without thereby waiving its right to arbitrate the underlying dispute. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION PERMITTED BY THIS SECTION 7(f) TO PROCEED IN COURT.

(g) **Additional Assurances.** Purchaser will, and will cause its affiliates to, execute and deliver such further documents and take such further action as the Company may reasonably request, on the advice of counsel, to carry out this TPA, including to register the Tokens, to qualify or maintain an exemption from registration, to comply with Anti-Money Laundering Laws or otherwise to complete the transactions contemplated hereby.

(h) **Right of Withdrawal.** Purchaser acknowledges that no general right of withdrawal from this TPA exists or is created by the Terms.

(i) **Personal Data.** The Company may request certain information from Purchaser from time to time, including Purchaser's identity, address, source of wealth, source of funds used to purchase Tokens and other documents or data from which Purchaser can be identified (together, "**Personal Data**"), in each case in compliance with applicable data protection law ("**Data Protection Law**").

Purchaser understands that Personal Data may be disclosed to third parties to the extent required for compliance with applicable law. The Company will process Personal Data in accordance with Data Protection Law, and, as data controller, may process Personal Data directly or through its service providers or agents for the following purposes:

(i) the purchase of Tokens and processing of transactions related to the Offering;

(ii) providing Purchaser with information about the Company and its services;

(iii) compliance with a requirement imposed by applicable law or by order of a court or Governmental Authority;

(iv) management of inquiries and complaints;

(v) resolving disputes with Purchaser;

(vi) producing summary information for statistical, regulatory and audit purposes; and

(vii) other reasonable purposes in accordance with applicable law.

(j) **Force Majeure.** The Company will not be liable or in breach of this TPA for a failure or delay in performing an obligation under this TPA, including developing or launching the Company's technology, to the extent such failure or delay is caused by an act beyond the Company's reasonable control, including an act of God, flood, fire, earthquake or explosion, war, hostilities, terrorist act, civil unrest, a change in applicable law or action of a Governmental Authority.

(k) **Counterparts; Electronic Execution.** This TPA may be executed in counterparts, each of which is an original and all of which together constitute one instrument. A signature transmitted by electronic means, including by portable document format or electronic signature service, is effective as an original signature for all purposes.

(l) **Titles and Subtitles.** The titles of the Sections of this TPA are for convenience of reference only and are not to be considered in construing this TPA.

(m) **Confidentiality.** Purchaser will not disclose the terms of this TPA, the existence or terms of the Offering or any non-public information about the Company or the Platform that Purchaser receives in connection with the Offering, except (i) to Purchaser's advisors who need to know that information and are bound by a duty of confidentiality, (ii) as required by applicable law, regulation or legal process, provided Purchaser gives the Company prompt notice to the extent permitted or (iii) with the Company's prior written consent.

(n) **Survival.** The representations, warranties and covenants of Purchaser in this TPA will survive the execution and delivery of this TPA and the delivery of the Tokens.

(o) **Restriction on Publicity.** Before the restrictions on transfer applicable to the Tokens under the Terms and applicable securities laws have lapsed, Purchaser will not make, or cause to be made, a public statement, including on social media, that identifies Purchaser's purchase of Tokens or that makes any statement regarding the Company, the Offering or the Tokens, including any projection of

the price, return or future value of the Tokens, that is inconsistent with the Memorandum, and will not offer, advertise or solicit any resale of the Tokens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Token Purchase Agreement as of the Agreement Date first set forth above.

COMPANY:	
DEEPSIGMA LIMITED	
By:	
Name:	
Title:	
Address:	
Email:	

PURCHASER:	
By:	
Name:	
Title:	
Address:	
Email:	
Wallet Address:	